

REC'D JAN 15 2009

REORGANIZATION PLAN FOR ALTERNATIVE ORGANIZATIONAL STRUCTURE SUBMITTAL SHEET

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan (Each municipality in a School Union must be indicated separately)
Wells-Ogunquit CSD # 18	
Acton School District	

Contact Information:

RPC Co- Chairs

Name: Damon Russell- CSD

David Cote - Acton

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Wells, Maine 04090

700 Milton Mills Road
Acton, Maine 04001

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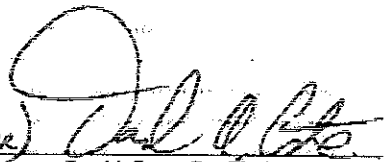
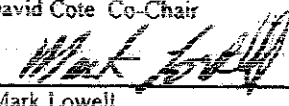
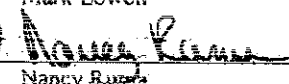


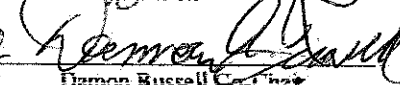
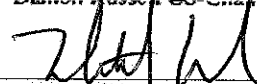
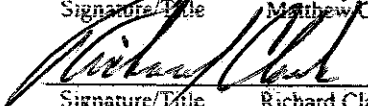
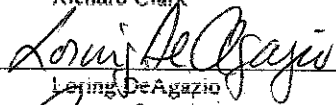


email: ameadows@wocsd.org

dcote@acton.k12.me.us

Date Plan Submitted: January 15, 2009

Proposed Alternative Organizational Structure Operational Date: July 1, 2009

REC'D FEB 6 2009

RPC (Co-Chair)		1/13/09	Acton SAU
Signature/Title	David Cote Co-Chair	Date	
RPC (member)		01/13/09	Acton SAU
Signature/Title	Mark Lowell	Date	
RPC (Schelman)		1/12/09	Acton SAU
Signature/Title	Nancy Ruma	Date	
RPC member		1/13/09	Acton SAU
Signature/Title	Rob Meyer	Date	
RPC member		1/13/09	Acton SAU
Signature/Title	Mary Stanton	Date	
Ch. RPC		1-14-09	Wells-Ogunquit SAU
Signature/Title	Damon Russell Co-Chair	Date	
RPC		1-14-09	Wells-Ogunquit SAU
Signature/Title	Matthew Chase	Date	
	RICHARD CLARK	3 FEB 2009	Wells-Ogunquit SAU
Signature/Title	Richard Clark	Date	
RPC		1/21/09	Wells-Ogunquit SAU
Signature/Title	Loring DeAgazio	Date	
RPC		1/14/09	Wells-Ogunquit SAU
Signature/Title	Ron Schneider	Date	
RPC		1/15/09	Wells-Ogunquit SAU
Signature/Title	Jon Speers	Date	
Signature/Title		Date	SAU

(Duplicate as Needed)

Reorganization Plan for Alternative Organizational Structure Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ¹	Need Assistance ²
3.A(1)	SAUs included in Alternative Organizational Structure (AOS)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees		N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees		N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees		N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

² Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ³	Need Assistance ⁴
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception ⁵)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K – 12		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and non- instructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program ⁶			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, 2.C	A notice of intent to engage in planning and negotiations with other school administrative units for the purpose of developing a reorganization plan to form an alternative organizational structure		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.C(1)	A school administrative unit may be designated by the commissioner as part of an AOS. The commissioner may designate an SAU as part of an AOS if the commissioner finds that the proposed organizational structure will result in:						
	Consolidation of system administration		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Consolidation of special education administration, transportation administration and administration of business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of consistent school policies and school calendars and a plan for consistent collective bargaining agreements		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A plan for an AOS may include a collaborative agreement under chapter 114 and must include an interlocal agreement under Title 30-A, chapter 115. The plan must include procedures for conducting a kindergarten through grade 12 budget approval pursuant to subparagraph (2)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

³ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

⁴ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

⁵ Please note in the *Exceptions to 2500 minimum* section on next page

⁶ This requirement is only for those who plan to be operational as an AOS in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

2.C(2)	The budget procedures of members of an AOS must conform to the format and referendum procedures set forth in sections 1485 and 1486 for regional school units except for the time limits pursuant to section 1486, subsection 2. The budget validation referendum for all members of the AOS must be conducted on the same day		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Collaborative Agreements								
							Yes	No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)							<input type="checkbox"/>	X

Exceptions to 2,500 minimum

Actual number of students (10/1/2006) for which the SAU is fiscally responsible: 1,818

<http://www.maine.gov/education/enroll/aproct/resident.html>

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation of Barriers –

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

Assistance Needs –

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

Acton –Wells – Ogunquit

Plan to Reorganize as an Alternative Organizational Structure

School Administrative Units (SAUs) submitting: Acton School Department and Wells Ogunquit Community School District (hereinafter collectively “Member School Units”).

Contact information: Damon Russell (Wells-Ogunquit RPC Co-Chair) 207-646-8331
David Cote (Acton RPC Co-Chair) 207 - 636-2100

Date submitted by SAUs: January 14, 2009

Proposed operational date of the Acton-Wells –Ogunquit AOS: July 1, 2009

1. The units of school administration to be included in the proposed AOS.

Acton School District
Wells Ogunquit Community School District

2. The size, composition and apportionment of the governing body.

The Acton - Wells – Ogunquit AOS shall be governed by an AOS school committee consisting of representatives of the school committees of the Town of Acton and Wells Ogunquit Community School District

<u>School Unit</u>	<u>Number of Representatives</u>
Acton	2
Wells Ogunquit C.S.D.	3

The school committee of each municipality in the AOS shall choose from its membership the representatives to the AOS school committee to which that municipality is entitled, except that in the case of Wells and Ogunquit, which do not have local school committees, the members of the Wells Ogunquit CSD school committee from Wells shall select two AOS school committee representatives from Wells and the members of the Wells Ogunquit CSD school committee from Ogunquit shall select one AOS school committee representative from Ogunquit.

3. The method of voting of the governing body.

Each Acton - Wells - Ogunquit AOS school board member shall have a weighted vote based on the calendar average number of resident pupils of their respective school units (April 1st and October 1st) from the prior year. The table below outlines the method used for weighted voting. A majority of school board members in number and voting power shall constitute a quorum.

School Unit	April 1, 2007	October 1, 2007	2007 Average	# Votes Per 1,000	# of Members	Votes per Member
Acton	412	412	412	220	2	110
CSD # 18	1,425	1,469	1,447	780	3	260
TOTAL	1,837	1,881	1,859	1,000	5	

AOS board member compensation

Each AOS Board member shall be compensated \$25.00 for attending an AOS meeting and shall be reimbursed for travel at the IRS rate for travel to any such meeting held outside the member's home school administrative unit.

Board Orientation / Operating Procedure

An AOS Board shall, on an annual basis, at their first meeting following the annual appointment of all of its members, elect a chair and vice chair and other officers as may be necessary. The Board shall also adopt procedural rules (by-laws) for the regulation of its affairs and conduct of its business and may choose a name for the AOS.

Board Meetings

The location of AOS Board meetings shall alternate among the two (2) SAUs (Acton and Wells-Ogunquit CSD #18) which operate schools. All meeting notices shall be publicized in conformance with Title 1 M.S.R.A. Section 406.

AOS Powers and Duties

The AOS Board shall:

- provide for the employment and discharge of a superintendent pursuant to Title 20-A M.R.S.A. Section 1001, subsection 3 and chapter 101, subchapter 2.
- function as the "employer" responsible for the controlling, hiring, establishing working conditions and compensation, supervising, disciplining and termination of employees employed to carry out the functions related to the responsibilities of the central office, enumerated in the Interlocal Agreement and highlighted in the Roles and Responsibilities.
- develop and adopt job descriptions for positions created to carry out the functions related to the responsibilities enumerated in the Interlocal Agreement and the Roles and Responsibilities section.
- develop and submit to the individual members SAUs (Acton and Wells-Ogunquit CSD # 18) for adoption and implementation, a core curriculum that meets the requirements of the system of Learning Results established in Title 20-A M.R.S.A., Section 6209.
- develop and submit to the individual member SAUs (Acton and Wells-Ogunquit CSD # 18)

for adoption and implementation, procedures for standardized testing and assessment aligned with the system of Learning Results established in Title 20-A, M.R.S.A, section 6209. The AOS Board will establish minimum standards for testing and assessments and develop a policy for achieving these standards. Local committees may choose to exceed these standards.

- develop and submit to the individual member SAUs (Acton and Wells-Ogunquit CSD # 18) for adoption and implementation consistent* school policies and school calendars.
- within the first year of operation, in collaboration with individual member SAUs (Acton and Wells-Ogunquit CSD # 18) develop a plan for achieving consistent* collective bargaining agreements among the SAUs.
- accept and receive money or other property, outright or in trust, for any specified benevolent or educational purpose. In accepting gifts, the AOS Board shall be subject to the same provisions of law (20-A MRSA section 1476, subsection 6) as an RSU

The AOS Board has important responsibilities during the transition between local approved referenda adopting this plan and the operational date of the AOS. These are described in Section 9 of this plan.

The AOS has no authority to close schools.

The AOS will primarily govern and oversee the staff of the central office. The AOS Board will hire the Superintendent, approve other administrative hires, develop general policies for the AOS, adopt the proposed AOS budget and oversee its administration, facilitate cost and subsidy distribution and serve in any other capacity that enhances the services to, and efficiencies of the individual school units in the AOS, including, but not limited to: instructional technology, school nutrition and system-wide maintenance.

*The term consistent is used throughout this plan. It is the understanding of the RPC that consistent does not mean identical – it means compatible. A consistent policy is one that advances, and does not create conflict with existing regional policy. The AOS committee will determine if consistency is being achieved.

Roles and Responsibilities of the AOS Board

The table below has been developed to further clarify and delineate the roles and responsibilities of the core functions of the AOS Board, central office compared to existing school boards.

CORE AOS FUNCTION	AOS BOARD / CENTRAL OFFICE	LOCAL BOARDS
System Administration	Hires Superintendent and employs all central Office staff. Provides equitable system administration to all SAUs.	Work w/ Superintendent and Central Office to implement law.
Business Functions	Acts as fiscal agent for all SAUs in AOS for every purpose, including payroll. Develops AOS Budget and coordinates with local boards to develop local budgets. Prepares all required state and federal reports. Employs Business Manager.	Works with AOS to develop local budget. Provides needed data and information for central office functions.
Special Education	Responsible for administration of special education throughout AOS. Cooperates with local staff in evaluating student needs. Employs SPED Director and other positions as necessary.	Delivers sped services in schools. Cooperates with central office SPED Director.
Transportation	Oversight of transportation	
School policies / calendars	Develop AOS policies and school calendar.	Adopts and implements policies and calendars the AOS Board has developed.
Collective bargaining contracts	Superintendent fulfills designated functions for CBAs. AOS develops plans to ensure consistent CBAs.	Continues to be employer of local employees and negotiates CBAs. Consider for approval the plan advanced by AOS Board for creating consistent CBAs
Core Curriculum & Procedures for Standardized Testing and Assessment	Develop and submit a core curriculum and procedures for standardized testing and assessment. Employ Asst. Supt for curriculum and assessment.	Adopt and implement core curriculum and procedures for standardized testing and assessment the AOS Board has developed.

4. The composition, powers and duties of local school committees

Not applicable.

5. The disposition of real and personal school property.

All real and personal school property and all incumbent responsibilities associated with that property will be retained by the current SAUs. As needed, property owned by SAUs may be leased to the AOS, or purchased by the AOS at a future date.

The AOS may lease the central office space used by the Wells-Ogunquit Community School District as its central office, and also, may lease as a satellite central office the central office space used by the Acton School Department as its central office.. The 5,179 square feet on the

south end of the Wells Junior High School building will serve as the central office, including all business functions, of the new AOS. The 322 square feet in the Acton Elementary School may serve as the satellite central office of the new AOS. The floor plan drawing in Exhibit 5-A outlines the location of the central office in Wells-Ogunquit; the table in Exhibit 5-B identifies the costs of operating the central office in Wells as well as the anticipated lease costs for the satellite office in Acton.

6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.

All existing school debt will be retained by the SAUs that incurred the debt. The AOS may act as the fiscal agent to pay the debt on behalf of SAUs. All lease purchase obligations made by an existing SAU will continue to be held by that SAU, unless the function of the leased property is specific to the functions of the central office. In that case, the lease or lease purchase obligations will be transferred to the AOS. A list of existing debt and lease purchase obligations associated with the central office is attached in Exhibit 6-A

7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.

All Acton and Wells Ogunquit CSD Central Office Staff personnel contracts, collective bargaining agreements and other contractual obligations will be assigned to the AOS as of July 1, 2009, unless the AOS Board determines it will contract with member school units for those services.

All other personnel and related contracts, including school collective bargaining agreements will be retained by the current SAU under existing conditions.

AOS Personnel Contracts: A list of all written individual employment contracts related to Central Office functions to which each SAU is a party is attached as an Exhibit 7-A in the Appendix. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date of the AOS shall become employed by the AOS as of the operational date, and their contracts shall be assumed by the AOS on the operation date. This provision does not prevent existing SAUs from terminating or not renewing the contracts of employees in accordance with applicable law before the operation date of the AOS. The list shall be updated and made final no later than the day before the operational date of the AOS.

A list of all central office employees of the existing SAUs who do not have written individual employment contracts is attached as Exhibit 7-B in the Appendix. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operation of the AOS shall become employed by the AOS as of the operational date. The list shall be updated and made final no later than the day before the operational date of the AOS.

The duties and assignments of all central office employees transferred to the AOS shall be determined by the Superintendent and his/her designee in conjunction with the AOS Board. The duties and assignments of all school personnel under local board jurisdiction shall be determined by the local school boards in conjunction with the AOS Superintendent.

Assignment of other school contractual obligations

Other non-employment school contractual obligations will be assigned as follows:

- Contracts in place before July 1, 2009 that affect only the K-12 schools under the jurisdiction of the local SAU will remain with the SAU. The AOS will act as the fiscal agent in meeting those obligations.
- Contracts in place that affect Central Office functions will also remain with the SAU that initiated the obligation and the AOS will pay those obligations from its central office budget.
- The AOS will be the sole party to any future contracts relating exclusively to central office functions, unless a policy is in place that allows an exception.

8. The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes.

All existing school funds and existing financial obligations of the Member School Units will remain with them. Financial obligations of each SAU will be paid on behalf of the SAU by the AOS acting as their fiscal agent, except for obligations specific to Central Office functions, which will be paid from the AOS budget.

9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.

The Acton and Wells Ogunquit CSD Reorganization Planning Committee (RPC) shall dissolve on the date that a School Reorganization Plan is approved by the voters of the Towns of Acton and the Wells Ogunquit CSD or on June 30, 2009, whichever occurs first.

Interim and Initial AOS School Board

Upon a favorable referendum vote to form an AOS, current Superintendents from Acton and Wells-Ogunquit CSD # 18 voting in the affirmative will notify their respective school committees that they may appoint members to an interim AOS School Board as outlined in Section 3 of this plan and establish a meeting no later than four (4) weeks after appointments have been made. Superintendents will form a transition team to facilitate the first AOS School board meeting, compile resources for the new board, prepare recommendations for transitioning to the new AOS central office, and will advise the newly seated AOS School board until that board appoints a Superintendent of Schools.

Once a certificate of organization is issued by the State Board of Education, the interim board is officially seated and will have all the transitional powers and duties described in 20-A Section 1461-A. The AOS School Board shall develop and adopt the AOS budget for FY 10 in accordance with the budget meeting and budget validation procedures applicable to regional school units as provided in the Interlocal Agreement. The AOS School Board shall employ the superintendent, set up accounts and expend funds and make all other necessary decisions in order for the AOS to become operational. The AOS School Board will assume all tasks necessary to allow the AOS to be operational on July 1, 2009. All current Wells-Ogunquit CSD # 18 policies shall serve as the interim policies for the AOS.

Initial Administration

The AOS Board may assign responsibilities for core functions of the Central Office to each Superintendent currently under contract or other staff as assigned. These will include, but are not limited to:

- Superintendent: works with all boards to develop and implement consistent policies and school calendars, make recommendations for the consolidation of system administration, special education administration and the administration of business functions; coordinates budget preparation, budget hearings and validation processes and duties described in 20-A, Chapter 2, sections 1051-1055.
- Assistant Superintendent: works with Superintendent on policy development and coordinates all federal program applications, monitors implementation and generates required reports.

Other functions that can be filled by existing staff include:

- Business Office functions, which may include finance, payroll, bookkeeping, HR, budget development and others.
- Special Education administration, including coordinating special education throughout the two units and assisting school personnel.
- Curriculum functions, including developing core curriculum, coordinating professional development, developing procedures for standardized testing and assessment aligned with Maine's *Learning Results*.

The AOS Board will deploy staff as necessary to ensure services are provided to each local unit.

Initial Budget

The Acton and Wells-Ogunquit School Committees and their respective superintendents shall begin a process for developing proposed budgets for educational programs and services within their SAU. A proposed FY 2010 budget and supporting documentation shall be developed in time for its presentation to and consideration by each local school committee. The newly seated

AOS Board shall adopt an AOS Budget for FY 2010. A budget approval process and validation referendum will be carried out as required by law, and as described in detail in the Interlocal Agreement.

During the interim period, start up costs of the AOS will be apportioned to Acton and the Wells-Ogunquit Community School District according to the cost sharing formula developed and included in Section 3. Additionally, the AOS Board shall be authorized to take all other actions and shall have all authority provided under state law to prepare for the AOS to become operational on July 1, 2009, including the authority to open and maintain accounts, to incur expenses and conduct other business, including initiating and managing the budget validation process.

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.

See attached list of RPC meetings. All RPC meetings are public and at each meeting the public is allowed to comment. All meeting agendas, minutes and related documents are available at www.wocsd.org and at www.acton.k12.me.us. The RPC met on December 2nd, December 10th, December 15th, December 22nd and December 30th 2008 as well as January 8, 2009. A public forum on the proposed Reorganization Plan will held on February 4, 2009. Prior to referendum a public forum shall be held in each town to review the reorganization plan.

11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the regional school unit fail to approve the plan.

If the plan is defeated by the voters of either one of the school units the Acton –Wells-Ogunquit AOS shall not be formed under this plan.

12. An estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved.

It has not been determined that a net savings will results from the creation of an AOS. Each school unit has central office personnel with multi-year contracts. The RPC believes that while there may be a net savings of 1.8 FTE business personnel, this reduction in personnel will be offset by transition costs as well as those associated with ongoing operation of the AOS. For example, expected legal fees, AOS board liability insurance, audit fees, the requirement to maintain personnel levels during the first year of operation and honoring all personnel contracts.

Each unit is considered a minimum subsidy receiver and has developed this plan to place before voters to avoid the penalties mandated under the reorganization law. Failure to place a plan before voters could result in the loss of all minimum subsidy. If either unit fails to vote in support of the plan, that unit would be assessed a 50% penalty. For more details on how

penalties are calculated visit www.maine.gov/education/reorg. and select Planning and Resources from the index.

<u>School Unit</u>	<u>FY 09 Subsidy</u>	<u>Curtailment Adjustment</u>	<u>50% Loss of State Subsidy</u>
Acton	\$ 281,527	\$ 255,792	\$ 127,896
Wells-Ogunquit	\$1,302,493	\$1,172,244	\$ 586,122

Thus, assuming state subsidy remains at the proposed curtailment levels, by presenting this plan to voters, the two units will save a 50% loss of subsidy estimated at \$586,112 for the Wells-Ogunquit CSD and \$127,896 for the Acton School Department.

13. Other matters determined to be necessary.

13-A. Tuition Contracts and School Choice

1. Tuition Contracts

As of the date of this plan, Member School Units are parties to the following tuition contracts:

Acton School Department has a tuition contract with the Sanford School Department to send students in Grades 9-12 to Sanford High School, Sanford Maine. A copy of this agreement is contained in Exhibit 13-A (1).

Nothing contained in this plan shall prevent Member School Units from contracting with other school administrative units for tuition students.

2. School Choice

Nothing contained in this plan shall affect school choice within the member municipalities.

13-B. Claims and Insurance

Continuity of insurance shall be maintained with the assistance of counsel.

13-C. Fewer than 2,500 students

The Commissioner of Education approved letters of intent filed with the Department of Education by both the Acton School Department and Wells-Ogunquit Community School District. The proposed Acton / Wells-Ogunquit AOS will serve fewer than 2500 students, and as such, qualifies for one of the exemptions listed below:

- (a) The special conditions of geography limit the practical boundaries for regionalization.
- (b) Demographics, including student enrollment trends and the composition and nature of communities in the regional school unit;

(c) Economics, including existing collaborations to be preserved or enhanced and opportunities to deliver commodities and services to be maximized;

(d) Transportation;

(e) Population density of less than 100 per square mile; and/or

(f) Other unique circumstances including the need to preserve existing or developing relationships, meet the needs of students, maximize educational opportunities for students and ensure equitable access to rigorous programs for all students.

13-D. Plan for Consistent Collective Bargaining Agreements

Current background and context:

There are presently three (3) types of collective bargaining agreements in place within the Member School Units (See Exhibit 13-D-1).

The first type of agreement covers support staff. Each unit has a collective bargaining agreement covering support staff; both will expire in 2010.

The second type of collective bargaining agreement covers professional teaching staff. Each unit has a collective bargaining agreement that covers professional teachers; both contracts expire in 2011.

The third type of agreement covers administrators. The Wells-Ogunquit has a collective bargaining unit that covers administrators in the CSD; the contract will expire in 2010.

Regional School System plan to achieve consistent bargaining agreements:

The plan to achieve consistent collective bargaining agreements for all teachers in the proposed new Acton – Wells – Ogunquit AOS is as follows:

1. School Unit School Committee

Each unit shall appoint a negotiating committee that has authority to bargain and to make tentative agreements with the bargaining agents.

2. AOS Joint Bargaining Advisory Committee

The negotiating committees of each school unit shall comprise an AOS-wide Joint Bargaining Advisory Committee. The duties of the committee shall include:

- To review and analyze differences and similarities among existing agreements

- To make recommendations to the school committees regarding provisions that can and should be made consistent.
- To ensure that individual school unit negotiating committees share information and communicate with one another during the process of negotiating contracts
- To meet and consult with any joint bargaining committee formed by the bargaining agents of the local bargaining units.
- Such other duties and functions as may be assigned to them by the individual school committees

3. Goals

By working in consultation with the AOS Joint Bargaining Advisory Committee, the individual member school committees shall aspire to the following goals intended to promote consistency among collective bargaining agreements:

- Since each unit has the same bargaining schedule, to negotiate common language for all contracts covering similar bargaining units by 2011.
- Consider the applicability of coordinating long-term financial issues to reduce differences in collective bargaining agreements
- To achieve consistent, albeit not necessarily identical, collective bargaining agreements by August 31, 2015.

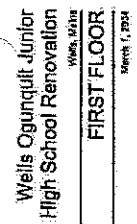
The implementation of this plan for consistent collective bargaining agreements is subject to collective bargaining with the bargaining units within the Member School Units of the Acton – Wells –Ogunquit AOS. Each member school committee must negotiate in accordance with applicable law with recognized bargaining units. Therefore, this plan is subject to modification by the AOS school board and the individual member unit school committees.

13-E: Cost Sharing

The member school units will share the costs of the AOS budget on the basis of and in proportion to their respective average number of resident pupils on April 1 and October 1 of the preceding calendar year.

13-F: Incorporation of Interlocal Agreement

The Interlocal Agreement for the Creation of Acton - Wells - Ogunquit AOS attached to this Plan as Exhibit A, is expressly incorporated into and made a part of this Plan.



Wells - Ogunquit Junior High School

Facility Space Program - '21 November 2003

SMRT

SPACE DESCRIPTION	Max. Class Size	Preliminary				COMMENTS	State of Maine	
		Total # of Sp.	Area of Eq. Sp. (sq. ft.)	Net Area Sub-Total (sq. ft.)	Student Capa- city		Area (sf) per Student	Area of Eq. Sp. (sq. ft.)

B. Facility Support

1. Maintenance Shop		1	729	729		access to exterior, entry, parking		
2. Janitor's Closets		1	471	471		as needed throughout building		
3. Security Room		1	50	50				
Sub-Total:				1,250				

C. Superintendent's Office

1. Office Suite		1	5,179	5,179				
Sub-Total:				5,179				

Total General Services Area:		12,149	0	
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Grand Total:		64,761	787	80,951
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Net Area: 1.25

Estimated Gross Building Area:

Summary:

Area Summary:

Total Net Building Area: 64,761 sf
Circulation: 1.25
Estimated Gross Building Area: 51,809 sf

Student Capacity Summary:

Student Count: 600 Students Planned
787 Students (@ 100% Utilization)
Estimated Utilization Factor: 85%
Total Student Capacity: 669 students
Net Area per Student: 108 sf/student (planned)
Gross Area per Student: 86 sf/student (planned)

Exhibit 5-B**Costs of Operating Central Office Property**

Lease	Curriculum	Assessment	Executive	Special Education	TOTALS
Software Maintenance/Support (annual)	1,157	1,068	4,450	6,225	12,900
Copier Service / Repair (annual)	255	255	981	2,610	4,101
Rental of Computers Administrative Lease (Ends 7/15/10)	710	655	2,730	1,365	5,460
Copier Lease (Ends 7/15/10)	290	268	1,117	1,515	3,190
Rental of Equipment Phones (Ends 7/15/11)	362	334	2,781	1,887	5,364
Tech Related Hardware Server / Network Lease (Ends 8/15/10)	1,147	1,057	4,411	2,206	8,823
Accounting Software Tyler Technologies (ends FY '09)	2,981	2,752	11,466	5,733	22,992
TOTALS					39,838

WHJS Cost Centers

80,951 square ft / Central Office 5,179 sq ft

	<u>Proposed FY '10 Costs</u>	<u>Central Office (0.064%)</u>
Water	7,260	464
Sewer	11,829	757
Rubbish	7,780	497
Snow Removal	8,500	544
Grounds	24,755	1,584
Electric	121,000	7,744
P&L Insurance	16,689	1,068
Oil	83,200	5,325
Custodial	221,105	14,150
I/T	<u>39,167</u>	<u>2,506</u>
TOTALS	541,285	34,639

Base Rent: \$1 per square foot per month 5,179 sq ft x 12 months = 62,148

EXHIBIT 6-A**Non-employment Contractual Obligations**

SAU	Year Issued	Original Principal Amount	Asset acquired	7/1/08 Balance	Maturity Date
CSD	2006	30,219	Apple Computers	20,146	1/1/2010
CSD	2006	32,248	Laptops, Desktops * Servers		1/1/2010
CSD	2006	13,911	Lift	8,346.90	1/1/2011
CSD	2006	127,632	Copiers *	76,579.65	1/1/2011
CSD	2006	95,400	ADS Hardware *	57,240	1/1/2011
CSD	2006	152,404	Energy Efficient Lights	91,371	1/1/2011
CSD	2006	79,910	Phone System *	63,928	1/1/2012
CSD			Van		
CSD			Tractor Lease		
Acton	2006	67,529	Computers	29,785	10/1/2010

EXHIBITS 7-A 7-B 7-C**Exhibit 7A. Current Central Office Employment Contracts**

SAU	EMPLOYEE NAME	POSITION	END DATE
Wells-Ogunquit CSD	Edward McDonough	Superintendent of Schools	6/30/2013
Wells-Ogunquit CSD	Ira Waltz	Assistant Superintendent	6/30/2011
Wells-Ogunquit CSD	Karen Ropes	Special Education Director	6/30/2009
Wells-Ogunquit CSD	Scott Smith	Finance / HR Director	6/30/2009
Acton School Dept.	Brian Beeler	Superintendent of Schools	6/30/2012
Acton School Dept	Carlene Doyle	Finance / HR	6/30/2009
Acton School Dept	Sandy Warden	Special Education Director	6/30/2009

Exhibit 7B. Central Office Employees under Support Staff Agreement

SAU	EMPLOYEE NAME	POSITION
Wells-Ogunquit CSD	Donna Sweeney	Administrative Assistant to Asst. Supt.
Wells-Ogunquit CSD	Lisa Fallo	Administrative Assistant to SPED Dir.
Wells-Ogunquit CSD	Diane Norton	HR & Benefits Coordinator
Wells-Ogunquit CSD	Sharon Crippen	Payroll
Wells-Ogunquit CSD	Doreen Ramsdell	Bookkeeper
Acton School Dept.	Donna Michaud	Bookkeeper

Exhibit 7C. Central Office Employees without Contracts

SAU	EMPLOYEE NAME	POSITION
Wells-Ogunquit CSD	Anne Meadows	Administrative Assistant to Supt.
Wells-Ogunquit CSD	Reg Bennett	Public Information Officer
Wells-Ogunquit CSD	Maryanne Foley	Community Resource Coordinator

EXHIBIT 13-D (1)**Collective Bargaining Agreements**

School Unit	Bargaining Agreement	Expiration Date
Wells - Ogunquit CSD	WOCSD School Committee & Wells-Ogunquit Administrators Association	June 30, 2010
Wells - Ogunquit CSD	WOCSD School Committee & Wells-Ogunquit Support Staff Association MEA/NEA	June 30, 2010
Wells - Ogunquit CSD	WOCSD School Committee & Wells-Ogunquit Teachers Association	August 31, 2011
Acton School Dept	Acton Teachers Association Contract	June 30, 2011
Acton School Dept	Support Staff	June 30, 2010

SANFORD SCHOOL COMMITTEE
and
ACTON SCHOOL COMMITTEE

Contract to Provide Education Services

Agreement by and between the Sanford School Committee, hereinafter referred to as Sanford, and the Acton School Committee, hereinafter referred to as Acton.

Whereas said Acton is desirous of having said Sanford provide for the education of all of its students in grades 9-12, and said Sanford is desirous of providing said education, this Agreement is entered into by both parties.

Now, therefore, the parties hereto do covenant and agree as follows:

1. Sanford agrees to provide for the education of all public school students in grades 9-12 who are legal residents for school attendance purposes of the Town of Acton, Maine, said students to be phased in to Sanford High School as follows:
 - A. For the 2004-05 school year:
All students entering grade 9
plus
Up to 15 students in grades 10-12 at the discretion of Sanford based on Sanford's ability to accommodate said students, and this number may be increased at Sanford's sole discretion.
 - B. For the 2005-06 school year:
All students described above and all students entering grade 9.
 - C. For the 2006-07 school year:
All students described above and all students entering grade 9.
 - D. For the 2007-08 school year and thereafter:
All Acton 9-12 students.

<https://mail.msln.net/horde-webmail-1.0.8/services/download/?module=imp&thismailbox...> 12/31/2008

2. Private School Students.

Acton may, for the duration of this Agreement, pay tuition, at the rate established by state law, to private schools approved for tuition purposes (as of the date this agreement is executed) for those Acton 9-12 students who elect to attend such private schools.

3. Once enrolled at Sanford High School, Acton students shall be permitted to remain at Sanford High School until they complete their courses of study, subject to the right and duty of Sanford to expel students as provided by law.

4. Program and/or Related Services Costs.

A. Should it be determined by a Pupil Evaluation Team (said Pupil Evaluation Team to consist of at least one member designated by the Acton Superintendent) that an Acton student requires a special education program and/or related services beyond that which is provided by existing programs, the financial responsibility for the provision of said program or service lies with Acton.

B. For Acton students enrolled at Sanford High School, but who are placed, through the special education process or otherwise, at a different school, full tuition shall not be paid to Sanford, but any guidance, special education, administrative or PET related services shall be billed to Acton at the prorated, per diem cost of the Sanford employees providing the services.

5. All Acton students shall be subject to all policies and procedures of Sanford and shall be entitled to all programs provided to Sanford students.

6. Sanford agrees to provide to Acton periodic reports on the academic progress and attendance of Acton students, subject to applicable law governing confidentiality of student records. Such reports may include Maine educational assessment scores, S.A.T. scores, accreditation reports of NEASC (but excluding any portions of any such accreditation report which the accreditation agency has requested be kept confidential), post-secondary plans/placement of graduating 12th graders, course descriptions and academic regulations (once per year prior to opening of each school year) any follow up studies of graduating classes, attendance rates, and

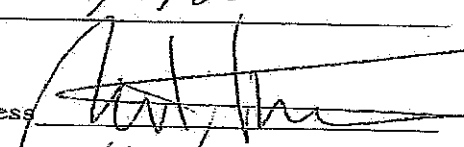
7. The annual tuition rate for Sanford educating Acton students in grades 9-12 shall be the State Average Secondary Tuition Rate as determined by the Maine Department of Education, and such tuition shall be billed and paid quarterly, per Sanford's school calendar.
8. Sanford and Acton agree that this agreement will take effect on July 1, 2003, shall be for a 10 year (10) period and shall terminate on June 30, 2013. The parties shall meet and negotiate concerning a successor agreement no later than January 1, 2011.

In Witness whereof the parties set their hands.

SANFORD SCHOOL COMMITTEE

By: 
Superintendent

Date 6/16/03

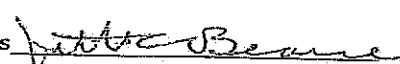
Witness 

Date 6/16/03

ACTON SCHOOL COMMITTEE

By: 
Superintendent

Date 6-16-03

Witness 

Date 6/16/03

SCHOOL CONSOLIDATION MEETING
ACTON & WELLS-OGUNQUIT

DECEMBER 2, 2008

A. **ROLL CALL** – 6:30 PM in the Acton School Cafeteria

Present were: Robert Kautz – Facilitator
 Gerald Clockedile – Facilitator

David Cote – Acton	Matthew Chase – Wells-Ogunquit
Mark Lowell – Acton	Michael McDonald – Wells-Ogunquit
Rob Meyer – Acton	Ronald Schneider – Wells-Ogunquit
Nancy Ruma – Acton	Edward McDonough – Wells-Ogunquit
John Sherman – Acton	Superintendent
Brian Beeler – Acton Superintendent	

Members absent were: Philip Clark – Wells-Ogunquit
 John Speers – Wells-Ogunquit
 Damon Russell – Wells-Ogunquit
 Jane Duncan – Wells-Ogunquit
 Richard Clark – Wells-Ogunquit

B. **APPROVAL OF MINUTES**

There were no Minutes to be approved.

C. **DISCUSSION OF PROCEDURES FOR FUTURE MEETINGS**

To Mr. Kautz' asked if anyone had any questions about the agenda for this Meeting or if there were any suggestions for future Meetings, there was no response from any of the participants.

At this time, each member of the group introduced himself and mentioned his function in the consolidation process and how they are connected to the Committee.

Mr. Kautz explained that this is a legislatively sanctioned body by virtue of each district's receipt of a Letter of Approval from the Commissioner of the Department of Education. He stated this group is charged with developing a plan for a local agreement for the two districts. He advised that the Notice of Intent has been filed and it is now time to focus on the work of developing the plan. He mentioned that the group Members have a copy of the Alternative Organizational Structure [AOS] template as well as a draft of a Local Agreement. He stated the group has to make some decisions as to how an ASO would work for the two districts. He advised there isn't a lot of time to accomplish the required task since, by law, a plan has to be developed and voted on by January 30, 2009. He mentioned that while the Commissioner would not look unfavorably if a vote was taken a short time after January 30, 2009, the group should work toward completing all the requirements before that date. He said that the focus of the

AOS will be to determine what can be eliminated while still benefiting each district. He advised that with an AOS both districts will still have their own school committees and school system while sharing the central administrative functions. He pointed out that in doing that, the districts will meet the intent of the law while retaining local control.

Mr. Clockedile stated he will be dealing with the program figures and referenced a chart he had given the group earlier. He mentioned that if the group votes for the AOS, there will be some functions that will be retained at the local level and others that will not. He referenced a sheet entitled Alternative Organization Structure which contained the lists of functions that will be handled by the two districts individually, to the AOS central office and other functions that will be assigned to either the AOS or the local districts. He advised that the list entitled AOS Board – Required Functions can only be done by the AOS and those items govern the administration of the system, transportation, special education, curriculum and student assessment. He mentioned the second list on the sheet entitled Additional Recommended Core Functions while not required to be done by the AOS can be assigned to the AOS and those duties include the fiscal agent for both districts, dealing with the special education and gifted and talented programs, transportation operation, facility maintenance, school nutrition programs, instructional technology, debt service payments, community service programs and non-public school programs. He advised there are other functions that the two districts can decide whether to handle them themselves or assign them to the AOS such as regular instruction, other instructional programs, co and extra curricular programs, guidance services, student health services, library services, school level technology instruction, school administration, operation and care of physical plant, career and technical education for grades nine to twelve and post secondary enrollment programs for grades nine to twelve.

Mr. Kautz explained if there isn't an administrator currently for any of the departments just mentioned, there is no need to create it since the management of the AOS lies with the central office and there could be one individual in the AOS central office that might do more than one or two tasks.

Mr. Clockedile advised the items on the list entitled AOS Recommended Core Functions can be assigned due to their impact on the finances being shared by the two districts. He recommended #1 on that list [Fiscal Agent Services for Member Towns] probably would be best administered by an AOS person. He mentioned that #7 on the list [Debt Service Payments] will not be shared by the two districts, but will remain the responsibility of the district that incurred the debt even though it will be handled by the AOS central office. He stated during the districts' discussion they need to address the first five items on the list as they will be the primary functions of the AOS and work down from there. He explained that one the duties of the Fiscal Agent would be to invest any funds raised by either of the two districts, but those funds would be for the benefit of the district raising the funds only.

Mr. Kautz advised that while funds for each district can be handled locally as it is now, the reporting to the State must go through AOS, therefore, the AOS must be given the information concerning anything that is not going through that office. He said the more functions each district retains locally, the more redundancy of costs there are because those costs will not only be incurred locally, but by the AOS. He mentioned that if the funds are at the AOS level, doesn't mean the AOS will determine how they will be spent, but rather the local school boards will make that determination. He stated that the AOS will develop an annual budget to cover the functions it performs and additionally, the two districts will develop their own operating budgets for their schools. He advised that thereafter there will be two separate votes, one for the local district's budget and one for the AOS budget. He mentioned that the first task of this group is to determine what functions, other than the required functions, should be assigned to the AOS and to do that, he suggested that the group form sub-committees. After the sub-

committees make the decision as to what additional functions they feel should be assigned to the AOS, they can report back to the entire group. He said at that time, each member can express their individual opinion as to why they feel the assigned functions will or will not work. He mentioned that the other option is to do it at this Meeting which would eliminate the need for a sub-committee.

There was no response from the group regarding the assignment of the additional functions to the AOS.

Mr. Kautz advised the group elect a Chairperson for the Finance Sub-Committee. He mentioned that some groups have two or three chairpersons one of whom will be his contact person. He stated it is his understanding that Mr. Cote is the Chairman of Acton's group and Damon Russell [who was not present for this Meeting] is the Chairman of the Wells-Ogunquit group. He mentioned that the group can decide to have two Chairmen or as many as they feel they would like.

A Motion was made to have one individual from each community function as Chairperson of this group and that individual should be the Chairman of the local group. Ruma – Motion failed for lack of a second.

Mr. Kautz stated the next order of business is to determine how many members will comprise a quorum. He mentioned there are 11 members between the two districts and he didn't think that would change. He said a quorum is usually more than one half of any group, but it could be as high as two-thirds if this group likes.

Mr. Chase questioned whether the group should establish a procedure prior to determining how many members would constitute a quorum. He mentioned Wells-Ogunquit's practice of weighted votes.

Mr. Kautz advised he met with Messrs. Beeler and McDonough and was made aware of Wells' weighted vote when there is a vote necessary for that district. He stated that based on the populations of the two districts, with Wells-Ogunquit having a larger population than Acton, that may be how the votes should be counted. He referenced another AOS wherein they have used the one man/one vote system.

To Mr. Chase's comment that it is his understanding that once the AOS develops a plan, the vote for the plan doesn't come back to the districts, but goes directly to the voters for action, Mr. Kautz advised that the plan will be submitted to the individual districts and then to the Commissioner for approval. Once that approval has been received, it then goes to the voters. He mentioned that the voters are the only ones who can stop a plan. He said that the Reorganization Planning Committee [RPC], which is this group, develops the plan and the local school board cannot take the position that it doesn't want to submit the plan developed by the RPC. He mentioned that the local school board doesn't even have to endorse it.

Mr. Chase commented that as a resident of Wells, he doesn't wish to relinquish his weighted vote even during the development of the plan. He pointed out that Wells-Ogunquit will have 80% of the budget and the students with Acton having 20% of both.

To Mr. Cote's question whether other districts in the State who have worked through this process have used the one man/one vote procedure or is that the exception, Mr. Kautz replied that it is more common than the exception. He mentioned that with a weighted vote, it becomes more difficult to resolve differences.

Mr. Clockedile advised that when it comes to the [local] budget, each district will vote on its budget separately.

Mr. Chase reiterated that he isn't willing to relinquish any power that Wells currently has and acknowledged the importance of the plan. He stated there will be a question on the ballot regarding the AOS budget and then another for the local budget.

Mr. Cote pointed out that Acton has always been independent, therefore, he felt that the one man/one vote process would work for Acton. He mentioned that for him, personally, the weighted vote system goes against what Acton has always voted.

Mr. Lowell advised that he was confused. He said he understands this group has to develop a plan for the voters of the three towns which they can either vote for or against and that has to be done before there is any discussion about either AOS or local budgets. He mentioned that as an Acton taxpayer as well as a member of this group, he would have a problem asking Acton to vote for a plan that was created in other than a one man/one vote process.

Mr. Kautz stated he understands that the initial task of the group is to develop an AOS which the individual members can either encourage or discourage their respective towns to adopt or not. He advised no one has said that each member isn't entitled to his/her individual opinion, but there are some decisions that the group must make initially. He said with a five member AOS board which would have a weighted vote Wells will have 3,316 votes and the vote from the other towns could out override the Wells vote. He stated his hope was that the group could come to a consensus regarding the plan with a final vote of approval at the end.

Mr. McDonough pointed out that there is a requirement to have a school committee member as well as a citizen on this committee, therefore, the count is already six to five. He felt that most viable procedure is one man/one vote. He said while he doesn't want to put Wells-Ogunquit at a disadvantage, the votes are only based on the number of people who choose to cast them.

Mr. Clockedile mentioned that if the two districts can't agree on a part of the plan and if it is an important part, then it will be defeated before it gets to the voters.

Mr. Chase stated although he agrees with Mr. McDonough, his concern is if there is a quorum of eight with five of those members being from Acton, the vote will go whichever way Acton votes. He said as a school board member, he feels that the group has no authority to vote against something before it goes to the voters.

Mr. Kautz pointed out that all votes can be tentative and mentioned there will be sub-committees that will be working on different parts of the plan. He stated if Mr. Chase's concern about a quorum occurs, the members who are not present for the first vote [of any topic] can ask that it be taken again. He felt that was a workable solution. When it is time for a decision, each member can give his/her opinion and

if there is a problem with any part of what is being discussed, the group can vote and then move on. He stated no one has to consider a vote as final when it first is discussed at the group level as a further discussion can be held and a consensus taken.

Ms Ruma said that it was her understanding that the group would do the preliminary work with there being a discussion at the end and if there are any differences, they more than likely can be worked out.

A Motion was made that nine members qualify as a quorum. Lowell - The Motion failed for lack of a second.

A Motion was made and seconded to vote by consensus of the members present until the final vote. Cote/Schneider – Unanimous.

To Mr. Beeler's comment that he is an advisor and not part of the group, Mr. Cote stated he would like to have him to be a member of the group.

A Motion was made and seconded that a quorum of this committee will consist of seven members. Chase/Cote – Unanimous.

Mr. Schneider commented that for the final vote, all members should vote either personally or by proxy.

Mr. Kautz pointed out if there is a disagreement at the final vote and one of the members has submitted his/her vote by proxy, that creates a problem since that member will not be present for the final discussions, therefore, he didn't think voting by proxy would be a method he would recommend.

SCHEDULE OF MEETINGS

Mr. Kautz proposed the following Meeting dates:

12/2 – Acton; 12/10 – Wells; 12/15 – Acton; 12/22 – Wells; 12/30 – Acton; 1/5/09 – Wells and 1/14/09 – Acton [this is a tentative Meeting date as it cannot be determined at this time whether it will be necessary]. All Meetings will begin at 6:30 and go to 8:30 unless the group is in the middle of something and wants to continue a little longer.

The Acton Meetings will be held in the school cafeteria and the Wells-Ogunquit Meetings will be held in the Superintendent's Office.

Mr. Kautz stated with the recommended Meeting schedule, it should give the group a March 3, 2009 referendum vote. He mentioned that the earlier the process can be completed, the better it will be. He advised that the Department of Education is willing to review each section of the plan as it is completed which should speed up the process.

To Mr. McDonough's comment that there might be a problem with the January 14, 2009 Meeting, Mr. Kautz mentioned that January 5, 2009 is the last date that is viable in order to meet the State's deadline. He stated that depending on how the work is progressing and in order to speed up the process, the group could possibly meet on a weekend and then eliminate some of the other Meetings.

To Mr. Chase's concern about beginning the Meetings at 6:30 because doing so at that time might be a problem for the four members from Wells-Ogunquit that aren't here this evening, Mr. Kautz suggested that could be discussed at the next Meeting, but for the time being, the Meeting should begin at 6:30.

APPOINTMENT OF A CLERK

Mr. Cote stated that he would like to recommend that the group appoint Anna Williams as Clerk for the committee and gave an overview of her work.

Mr. Kautz mentioned that he and Mr. Beeler talked about the position and they couldn't think of anyone else to fill it.

A Motion was made and seconded to appoint Anna Williams as Clerk for the School Reorganization Committee for the work to be done by Acton and the Wells-Ogunquit school districts. Lowell/Schneider – Unanimous.

Mr. Kautz explained that Wells-Ogunquit will be the disbursing agent for any costs incurred by the group. He mentioned that each district and the RPC will receive \$2,500 from the State.

To Ms Ruma's comment that originally, the State was going to reimburse the districts for the cost of the referendum, Mr. Kautz stated he wasn't sure about that, but would check with the State. He reiterated that the committee's work must be completed by January 30, 2009.

At this time, Mr. Clockedile and the group referenced the Subsidy Allocation Language sheet as follows:

1. State Subsidies – Mr. Clockedile stated that both districts are “minimum recipients” of State subsidies. He mentioned while those subsidies will be referenced in the plan, there also needs to be language that deals with any other subsidies that each district might receive. He advised he has language available from other plans that has been approved by the State. He read the text on the sheet that dealt with special education subsidies that each district receives from the State at this time. He stated each district must review the special education figures for the last two years, combine the totals and use that figure as there will only be one amount received by the AOS for distribution to each district. He mentioned there is a formula that must be used to determine what will be received in the future.
2. Debt Service Adjustment – Mr. Clockedile explained that any debt service that is owed by each of the districts at this time, will remain with that district.
3. Fail Safe Provision – Mr. Clockedile advised that while this provision is not necessary at this time, it may be necessary in the future.
4. Other Subsidizable Costs – There was no reference made to this provision.
5. Remaining Subsidies – Mr. Clockedile explained that this provision doesn't have any impact at this time as it deals with other subsidies that each individual district is eligible for prior to the approval of the plan.

Mr. Clockedile stated the only two items that are occurring currently in the two districts are #1 and 2 while #3, 4 and 5 are failsafe provisions in the event the situation changes. He felt that each district's attorney review the provisions contained on the sheet to be sure it is all right for the respective districts.

Mr. Kautz mentioned that the intent of the financial and governance functions is to be sure everyone understands what is being said so that it will flow better, but when there is a finance committee, the governance body will tell them how to work on that along with Messrs. Beeler and McDonough. The Subsidy Allocation Language being reviewed this evening, or something like it, will become part of the Interlocal Plan which is why he suggests that the two districts have their attorneys review it.

Mr. Clockedile advised that each district will receive a letter from Drummond & Woodsum requesting permission to represent them together. That firm knows the law governing this process very well and they have been asked to clarify some of its provisions by other attorneys. He mentioned that the AOS central office will distribute the funds received from the State based on the percentage of students in each district. He stated if this committee decides to allocate some of the functions in the Additional Recommended Core Functions listed on the Alternative Organization Structure sheet, each district doesn't have to share those costs as must be done with the five required functions of the AOS. He said it is up to the Finance Sub-Committee to make a recommendation to the entire RPC.

Mr. Cote stated he has been asked by a number of the residents of Acton how will they know whether joining an AOS will cost more than not complying with the law.

Mr. Clockedile responded at this time Acton is operating with a part time superintendent and some office staff that is separate from the school operation which is the same as Wells-Ogunquit. He said to answer that question, it is necessary to look at the total cost of the current superintendent operation and determine what it will cost with the AOS for items such as personnel, etc. and compare the two.

To Mr. McDonough's comment that when he reviewed the plans already approved by the State, it seems those figures were based on a per pupil basis, Mr. Clockedile advised that is the most common method.

Mr. Kautz stated he will provide each sub-committee with the portion of the plan that reflects their work so they will be able to determine what is required. He said Mr. Clockedile will work with the Finance Sub-Committee this evening and possibly the at the next Meeting. The sub-committees will also be given copies of approved plans as a guide. He advised he hasn't mentioned the Interlocal Agreement because that will be developed during the process of developing the plan. He mentioned there are adjustment procedures built into the plan so that an AOS can rework what isn't working for it. Some AOS units have one amendment procedure for everything in the plan and others have a number of them, but that is a decision this group will have to make.

Regarding the procedure for the sub-committees to function, Mr. Kautz explained that should there be questions during the time any sub-committee is working on its task, they can bring questions back to the entire group anytime. Also, each sub-committee can meet other than the assigned Meetings,

but if that is done, the time, place and date must be posted. He recommended that the three sub-committees contain the following representatives from the entire committee as follows:

Governance – 2 from Acton/2 from Wells-Ogunquit; Finance – 2 from Acton/2 from Wells-Ogunquit and Property, Personnel and Transition – 1 from Acton/2 from Wells-Ogunquit.

He stated each district committee will decide who will be the most appropriate member to serve on each sub-committee.

To Mr. Chase's question to what extent do the sub-committees obtain input from the current administration and other personnel, Mr. Kautz said they merely have to invite whomever they feel will answer their questions.

At this time, the group made the following assignment to the various sub-committees and briefly met:

Governance – Acton – Sherman/Meyer Wells-Ogunquit – Russell/Clark

Finance – Acton – Ruma/Cote Wells-Ogunquit – Chase/Schneider

Property, Personnel
& Transition - Acton – Lowell Wells-Ogunquit – DeAgazio/Speers.

D. **ADJOURNMENT**

The Meeting was adjourned at 8:30 PM.

Respectfully submitted,

ANNA M. WILLIAMS, Clerk

SCHOOL CONSOLIDATION MEETING
ACTON & WELLS-OGUNQUIT

DECEMBER 10, 2008

CORRECTED & APPROVED

A. **ROLL CALL** – 6:30 PM at the Wells-Ogunquit CSD Superintendent's Office.

Present were: Robert Kautz – Facilitator

David Cote – Acton
Mark Lowell – Acton
Nancy Ruma – Acton

Damon Russell – Wells-Ogunquit
Matthew Chase – Wells-Ogunquit
Ronald Schneider – Wells-Ogunquit
John Speers – Wells-Ogunquit
Richard Clark – Wells-Ogunquit
Edward McDonough – Wells-Ogunquit
Superintendent

Members absent were: Philip Clark – Wells-Ogunquit
Jane Duncan – Wells-Ogunquit
Michael McDonald – Wells-Ogunquit
John Sherman – Acton
Rob Meyer – Acton
Brian Beeler – Acton Superintendent

B. **APPROVAL OF MINUTES**

December 2, 2008 - The Minutes were revised as indicated by the group.

C. **DISCUSSION OF PROCEDURES**

Mr. Kautz' asked if anyone had anything they wished to discuss before breaking up into the various sub-committees.

To various questions concerning items that were related to the Statute, Mr. Kautz advised he would be sure that everyone had a copy of the governing law. He stated regarding the copies of the draft Plan and the Interlocal Agreement, he has filled in the blanks. He said these are important documents for the Governance Sub-Committee as that is the bulk of their task.

Method of Choosing Members to the AOS Board - Mr. Schneider felt that prior to working with the sub-committees, he wanted to be sure that Acton is committed to this procedure since everyone will be spending a lot of time during the next six weeks and it would be disturbing if, at the end of that time, there wasn't an agreement between the two districts as to the weighted vote concept. He stated until that issue is settled, it makes no sense to begin any work on any portion of the plan. He felt that was a major hurdle and that the finance issues can be worked out during the process.

Mr. Chase pointed out that two of the Acton members who are on the Governance Sub-Committee are not present this evening and that the two people from Wells-Ogunquit who were assigned to that sub-committee weren't present at the last Meeting.

Mr. Cote expressed his agreement with Mr. Schneider's concern and suggested that it be dealt with first.

Mr. Kautz agreed that given the absence of certain Members, the Governance Sub-Committee will not hold any discussions this evening. He suggested that the entire group deal with the Governance issue of the weighted vote. He mentioned that he's made copies of plans that have been approved by the State that comprise different sizes and geographic areas which indicate what other districts have done. He gave an overview of the two concepts of how individuals can become an AOS Board Member. That can be done either by election by the voters or by appointment by the School Committees of its existing membership. He mentioned what has been done in specific districts throughout the State. He pointed that out by going out to vote for those positions, none of the existing local School Committee Members would be eligible and with that concept, the one man/one vote method would be used. By using the appointment method, if the group agrees to the weighted vote theory, Wells can then use their weighted vote privilege. He stated whatever method the group finally adopts, that will be part of the Governance section of the Plan.

After a lengthy discussion, it was the consensus of the group that they would prefer the appointed method of determining who will serve on the AOS Board since those individuals have already been elected by the voters.

Mr. Clark pointed out that it would be beneficial to know what time commitment would be involved for the individuals who are appointed to the AOS Board since, personally, has many evenings where he has to be at one meeting or another and to add another meeting may not be possible. He stated with the AOS Board Membership selected from the existing School Committees would mean that they would have one more meeting to add to a possible already busy meeting agenda.

Mr. Kautz explained the more intense meeting schedule will probably take place at the inception of the Board and after things have been organized, they can determine how often they need to meet. He pointed out that the local School Committees will act independently from the AOS Board.

Determination of Student Count - In a discussion about the number of Members from each district that should be appointed to the AOS Board, Mr. Chase stated he is in favor of that figure being based on the number of students in each district since those are known figures as opposed to using the yearly census. He also reiterated his comment from the last Meeting that he would like to have Wells retain its weighted vote concept.

After a discussion by the group and Mr. Kautz, it was decided that the student count would be based on all students from kindergarten to grade 12 which would include Acton students as well as any students that may be attending other schools for grades 9 to 12 as well as all kindergarten children as both districts currently have full day kindergartens.

Number of Representatives to the AOS Board from Each District - During a further discussion, to Mr. Kautz' comment that the two districts are simply dealing with the central office expenses while retaining their autonomy with their individual school budgets, Mr. Chase felt it was misleading to say that as the AOS Board is empowered to determine other items such as the curriculum for the two districts.

Mr. Schneider felt that they should know at this time whether Acton has a problem with its administration being absorbed into Wells-Ogunquit prior to working on the various aspects of the AOS as it would be a waste of time for the group to work on something if Acton is not agreeable to it.

To Mr. Russell's question whether Acton was willing to relinquish its independence, Mr. Cote advised that he couldn't answer that question.

Mr. Kautz asked whether Wells-Ogunquit was willing to do the same because, at this time, he found it difficult to say how the AOS will work since Wells-Ogunquit will also be less independent if an AOS is formed between the two communities.

Mr. Chase felt that forming an AOS with Acton is a negative for Wells-Ogunquit, even with a greater student count, as it will still have to give up its independence. He said that would be especially true at budget time. He advised that there would have to be a cost savings to Wells-Ogunquit to form that union. He mentioned that he has looked at some preliminary figures and it appears that Acton will be paying for a portion of the services that Wells-Ogunquit has now.

Mr. Schneider said forming the union isn't just about saving money, but also how much it will cost [in other ways] for Wells-Ogunquit to do it. He mentioned that Wells-Ogunquit has a larger budget and more money than Acton. He pointed out that he is the citizen representative working with this group and is charged with developing an Interlocal Agreement which will be presented to the voters. He said he isn't willing to develop something with which he doesn't agree and then ask the voters to approve it.

Mr. Chase stated Acton has to think about the possibility that this group will go through the AOS process and develop a plan with which it may not be entirely happy, but will have to ask their voters to approve.

Mr. Kautz pointed out that the group is charged with developing a plan which is the first step in the process, but it appears that this discussion is almost identical to the discussion the group had at the December 2, 2008 Meeting. He mentioned that if that is to continue, what this group was formed to do will not get done in time to meet the State's deadline. He said he doesn't want to be involved with a group that is not willing to work on a plan they feel is beneficial to both districts. He asked if any of the group members present would develop a plan which they feel would not be good for their district.

Mr. Schneider responded that he has been on two other RPC's prior to this where Wells-Ogunquit has been accused of not acting in good faith. He said while he understands that the issues of governance and finance have to be addressed, he wants to be sure everyone is on the same page when it comes to their expectations of what the plan will contain for their district.

Mr. Chase responded that he is willing to move on, but he isn't comfortable with a three to three representation on the AOS Board without the weighted vote.

Mr. Clark reiterated his concern about the work that will be required for the AOS Board given they are discussing appointing people from the ranks of the existing School Committees. He felt that was an important issue to settle because the individuals appointed to the AOS Board will have to continue that task indefinitely. He mentioned that Wells-Ogunquit began the AOS process in July, 2007 and met with SAD 71 and then with York and in both instances it didn't work out which is why the representatives from Wells-Ogunquit are asking how it will work with Acton. He felt they should know that before committing to the time involved in going through the process.

Mr. Chase said that is what the representatives from Wells-Ogunquit are struggling with and for them to make a decision, it is important that they know what the representatives from Acton are thinking.

Mr. Cote agreed there would be a problem if Acton didn't have the proper representation on the AOS Board. He mentioned that Acton currently has a problem getting people to fill its volunteer slots so to increase the workload of individuals that are already on the School Committee is a difficult thing to ask. He acknowledged that Acton's RPC understands that if any plan is approved, it will lose some of its control.

To Mr. Cote's question what affect would it have on the AOS Board if Acton had one Member rather than two, Mr. Kautz said if there is only one representative from a community, that individual would have to be very persuasive to influence a majority of the other Members. There might be different points of view that could change the group dynamics and with only one Member, should something happen to that individual, Acton would have no representation.

Mr. Cote suggested that the Membership of the AOS Board consist of two Acton representatives and three Wells-Ogunquit representatives with Mr. Russell pointing out that would allow Wells to have two representatives and Ogunquit one.

It was the consensus of the group that the AOS Board will consist of two Acton and three Wells-Ogunquit members.

Discussion of Weighted Vote Concept - At this time, Mr. Chase reiterated that the voting will be based on student population as it is the easiest number to obtain, so the group should clear up the issue of Wells' weighted vote concept.

Mr. McDonough pointed out that the 2007 student count, which is the last figures available, is 1,439 for Wells-Ogunquit and 405 for Acton which he stated would give Wells-Ogunquit 78% and Acton 22% of the student population.

Mr. Kautz stated that when the Governance Sub-Committee convenes, they can review the different types of vote and determine if there are qualifiers that would impact certain topics. His experience has been that the AOS for other communities has required a two-thirds vote of the Board Membership for anything in the Interlocal Agreement to pass with a simple majority vote for other topics. He reminded the group that the Interlocal Agreement must also be approved by the Commissioner of Education.

To a question about whether there is anything in the statute that addresses how the Interlocal Agreement can be amended, Mr. Kautz advised that is based strictly on what the two districts put into the Agreement since there is nothing in the law that addresses it. He mentioned that the Agreement must be approved by the Commissioner of Education prior to any changes being made to it.

Preliminary Figures from Wells-Ogunquit - Mr. Chase advised he had asked Mr. McDonough to put together some figures for a preliminary discussion by the group and asked if that would be a good starting point.

Mr. Kautz advised that if documents or data are being prepared for a Meeting and since this group is now a RPC, everyone should be receiving the information at the same time. He determined that there were others in the group that have not seen the data. He said that any information any district wants to discuss at a Meeting should be forwarded to him for dissemination to the entire group. He stated that those items will then be placed on the agenda for the next Meeting. He said that if Acton had come to the Meeting with similar information that was developed by their superintendent and not distributed before hand, he was sure that Wells-Ogunquit would not be comfortable. He pointed out that everyone should have the same information to study and be ready to discuss it at the next Meeting. He mentioned if information is distributed at a Meeting with no prior knowledge of its contents, then it would be placed on the agenda and discussed at the next Meeting.

To Mr. Chase's comment that there are times when information cannot be prepared as far ahead as is necessary to distribute it to the other Members of the group prior to the next Meeting, Mr. Kautz reiterated that the two districts are now one RPC and no longer independent RPC's, therefore, they must be able to discuss whatever is necessary with prior information being distributed before a Meeting.

Since it was determined that the data collected by Mr. McDonough was primarily financial in nature, Mr. Kautz advised that Gerald Clockedile, the financial facilitator, will be present at the next Meeting and will work with the Finance Sub-Committee at that time. He said the group could briefly review the information developed by Mr. McDonough this evening, but have a full discussion after everyone has had an opportunity to review it thoroughly.

At this time, Mr. Chase gave a brief overview of the contents of the data compiled by Mr. McDonough which contained comparisons of the current costs in both districts. One of the more specific topics dealt with teacher pay and contract dates with it being noted that currently there is a gap of 18.3% at the lowest step between Wells-Ogunquit and Acton and a gap of 12% at the highest step with a proposal to narrow the gap by allocating a 10% increase to Acton teachers over the course of four to five years after the current contract expires in 2011 which will make those figures more consistent than they are at this time.

With regard to the System Administration, Mr. Kautz mentioned that portion of the AOS could remain with each district and not be part of the AOS with the funding coming from the local budget or the group could decide to join that function. He said the same could be done with the auditing and legal matters.

To Mr. Cote's question whether the AOS allows for a financial person to be in each district or would all the finances go through the AOS central office, Mr. Kautz stated while each district can have its own financial department, the only entity that can submit the required figures to the State is the AOS, therefore, whatever financial topics are required to be filed with the State must be submitted to the AOS by the financial people for each district. He stated the districts could have all their business functions handled at the AOS level if they so choose. He stated with regard to a director, there could be a senior director and then an assistant director.

Curriculum – Mr. Chase pointed out that if the two districts are looking to have a Curriculum Coordinator position added as well as looking at saving money, it would be better to have that position held by one individual to serve both districts.

Mr. Kautz advised that the AOS Statute doesn't require anything more than if there is a Curriculum Coordinator that individual be at the AOS level. He pointed out that there are districts who use their personnel for more than one function. He stated if Wells-Ogunquit wished to hire a Curriculum Coordinator, that individual would have to work within the guidelines set forth by the same individual at the AOS level and that position will have to be part of the local school budget and not be added to the AOS budget. He stated that while the AOS Board is responsible to determine the curriculum for the two districts since they will then be one unit, it [the curriculum] doesn't have to be identical for both districts, but it must be generally the same. He pointed out that both districts must adhere to the State requirements regarding curriculum and for the most part, the AOS Board will be determining what the curriculum programs will cover and what is expected of the students, but not how the two districts get to that point. He advised that the Statute requires a Curriculum Coordinator and if there is one, that function must be under the AOS as per the Statute. He reiterated that the districts can move whatever functions they want to the AOS level and was confident that the AOS will staff itself appropriately.

Mr. Schneider felt that a Curriculum Coordinator is necessary for a district of Wells-Ogunquit's size with Mr. Chase commenting that the Curriculum Coordinator would be part of the AOS, but will be funded by Wells-Ogunquit while Acton doesn't reap any benefit for it.

To Mr. Chase's question whether the IT instructor will be shared or not, Mr. Kautz advised that would be a position that he would recommend be shared. He also mentioned that Adult Education is not part of the AOS Statute.

To Mr. Chase's concern about what would occur if Wells-Ogunquit chose a curriculum that Acton did not agree with especially since, at this time, Wells-Ogunquit allocates twice as much funding as Acton for that it, Mr. Cote pointed out that Acton only sets the curriculum for grades kindergarten through 8 and has no say in what occurs in grades 9 through 12 as those students attend Sanford High School.

Mr. Kautz agreed that could occur [Acton not agreeing with the curriculum chosen by Wells-Ogunquit] and mentioned that Acton will have to determine what its students attending Sanford High School are doing it that curriculum so they will be able to meet the curriculum needs when they get there.

Mr. Chase stated after all is said and done there will probably be a superintendent and an assistant superintendent who will be working for both districts, therefore, to think they could work with two different educational programs would be difficult. He didn't think it would be reasonable to ask either of those individuals to work with Wells-Ogunquit's methods and then have them go to Acton where things are done differently. He felt the best thing to do would be to share the administrative functions.

Mr. Kautz advised that the group is basically discussing topics that are best left to the various sub-committees because it is difficult to explore all the options with so many people voicing their opinion. He said in the sub-committees each Member can ask why the other district does something differently than their district and obtain a greater understanding of why things are being done as they are. He said it is difficult to make decisions with a group this size because people are reacting to comments and suggestions while the sub-committees will have the time to discuss them in a smaller group. He said

after the sub-committees have had an opportunity to review their various functions, they will have a discussion concerning how certain ideas might or might not work and then come back to the full group and share what they have decided. At that time, the entire group will have the opportunity to weigh in on those recommendations. He pointed out that for the most part, he and some of the Wells-Ogunquit representatives have taken up most of the Meeting time this evening, but that dynamic generally changes with smaller groups. He asked that each Member review the information submitted this evening and be ready to discuss it in their particular sub-committee at the next Meeting.

With regard to Ms Ruma's question last week about the State's willingness to pay for the cost of the referendum vote that is required, Mr. Kautz stated he spoke with the Commissioner who confirmed that those costs will be covered by the State. She also told him there would be no penalty if the voting goes beyond January 30, 2009. He reiterated his recommendation from the last Meeting that the group may wish to conduct a Saturday Meeting which might eliminate some of the evening Meetings.

D. **ADJOURNMENT**

The Meeting was adjourned at 9:05 PM.

Respectfully submitted,

Anna M. Williams

ANNA M. WILLIAMS, Clerk

SCHOOL CONSOLIDATION MEETING
ACTON & WELLS-OGUNQUIT

DECEMBER 15, 2008

**CORRECTED &
APPROVED**

ROLL CALL – 6:30 PM at the Acton Elementary School.

Present were: Robert Kautz – Facilitator
 Gerald Clockedile

David Cote – Acton
Mark Lowell – Acton
Nancy Ruma – Acton
Rob Meyer - Acton
Mary Stanton - Acton

Damon Russell – Wells-Ogunquit
Matthew Chase – Wells-Ogunquit
Ronald Schneider – Wells-Ogunquit
Jonathan Speers – Wells-Ogunquit
Loring DeAgazio – Wells-Ogunquit
Edward McDonough – Wells-Ogunquit
 Superintendent

Members absent were: Philip Clark – Wells-Ogunquit
 Jane Duncan – Wells-Ogunquit
 Michael McDonald – Wells-Ogunquit
 Brian Beeler – Acton Superintendent
 Richard Clark – Wells-Ogunquit

A. APPROVAL OF MINUTES

December 10, 2008 – There was a consensus to approve the Minutes of the December 10, 2008 Meeting as amended.

B. CONVENING OF SUB-COMMITTEES

Mr. Kautz' advised that he had made a copy of the AOS portion of Reorganization Statute for the Members present, but if anyone wished to have a copy of the entire Statute, he would be glad to provide them with it. He mentioned what the group has before them is that portion of the Statute that pertains to the AOS. He stated the items agreed to at the last Meeting dealt with the appointment of members to the AOS Board versus electing those members, the disposition of the weighted vote issue, that student count, based on an average of the prior year's figure and the figure in October of each school year, would determine the percentage of each districts share in the AOS and that the AOS Board will be comprised of two Acton and three Wells-Ogunquit people. He said this evening the Governance Sub-Committee will discuss the entire voting process and under what circumstances would the weighted vote be used and whether any special considerations should be included.

At this time the group broke up into the three sub-committees and were asked to reconvene at 8:05 PM to give their reports.

C. REPORT OF SUB-COMMITTEES

Mr. Kautz explained that each sub-committee should be prepared to give an overview of what they worked on and whether any decisions were made. He stated nothing has to be adopted this evening, but if there is something that should be reviewed, the group can review it over the next week and be prepared to discuss it at the next Meeting at which time a vote can be taken. He advised that should anyone require anything further, they should let him know.

Governance Sub-Committee:

1. **AOS Board Representation and Appointment:** Mr. Russell advised that this sub-committee confirmed that there will be two Acton and three Wells-Ogunquit representatives to the AOS Board who shall be appointed from the current School Committee Members for each district.
2. **Weighted Vote:** Mr. Russell explained that the weighted vote will be based on the average of the student population from April of the previous year and October of the current year.
3. **When the Weighted Vote Will Be Used:** Mr. Russell explained that the weighted vote will be used if there is a request by one Acton and two Wells-Ogunquit representatives. Except for those instances, the AOS Board will function on a one man/one vote system.

Mr. Schneider asked why not make it one representative from each district or any one Member as opposed to one Acton and two Wells-Ogunquit Members, rather than two-thirds from Wells-Ogunquit and 50% of Acton and one Wells-Ogunquit Member would have a greater weighted vote than two Acton Members, but not be able to force a vote that way.

Mr. Kautz pointed out that these are merely recommendations and what Mr. Schneider has said is something the other Members of the group should think about for the next Meeting.

Ms Stanton pointed out that there is no way that Acton would be able to carry a vote because of the difference in the percentages, Acton 22% and Wells-Ogunquit 78%. She didn't see that with that large of a difference how Acton would never have a chance of carrying any vote.

Mr. Kautz pointed out that there are three Wells-Ogunquit voting Members that make up a majority of the AOS Board, therefore, one of those Members would have to join the Acton Members for any vote to go in Acton's favor.

Mr. Chase said that if there is a request for a weighted vote by two of the Wells-Ogunquit Members and no one from Acton wants to it, then there won't be a weighted vote taken on whatever issue is being discussed.

Mr. Schneider stated that would mean there'll be no weighted vote because the two Acton AOS Members and the one Wells-Ogunquit Member could defeat the topic to be voted on which would then subvert the weighted vote. He said whether anyone thinks that is good or bad, that would be the impact.

Mr. Russell pointed out that each Wells-Ogunquit Member will have 26% with Acton only having 22% between their two Board Members, therefore, Wells-Ogunquit could defeat any Acton vote [without the weighted vote coming into play].

Mr. Kautz said it appears that Mr. Russell feels the weighted vote issue requires further discussion, therefore, the group will not take a vote on that topic at the next Meeting since there are further decisions to be made.

4. **Powers and Duties of the AOS and the Interlocal Agreement and Amendments There To:**
Mr. Russell advised that this sub-committee didn't come to any decisions on the powers and duties of the AOS or the terms of the Interlocal Agreement and how that Agreement might be amended, therefore, those will be the items they will work on when they convene again.

Mr. Kautz advised that he would supply that sub-committee with information that might be helpful to them in dealing with those issues. He mentioned that even if a sub-committee recommends the use of the "boiler plate" language, the group should discuss it and then ask for a legal opinion.

Finance Sub-Committee

Mr. Schneider explained that this sub-committee looked at the existing school funding and operations that will remain as they are [at this time] except for Section 6 [of the Statute] that deals with the indebtedness of the districts. He stated in order to see a cost savings, positions would have to be eliminated and then determine what the later impact would be regarding the collective bargaining agreements which could decrease any cost savings that was seen initially. He mentioned that they felt there should be only one Special Education Director and one assistant to the Special Education Director who would be close to the Special Education Director [in training and education]. He pointed out those are the types of cuts that could be made that would create a savings, but whether that will be true in the long term or not is difficult to say. He stated they didn't discuss which district would eliminate the positions. He didn't think Wells-Ogunquit could tell Acton that a certain position is not necessary for that district. He said there could possibly be an administrator for the AOS's Superintendent's Office and then eliminate that same position in Wells-Ogunquit.

Mr. Chase pointed out that if there is any cost savings, it would be made by eliminating positions and that financial support and they think a Special Education Director with an assistant and a Curriculum Coordinator should be some of the shared positions. He said there are other things that might produce a cost savings, such as benefits or salaries. He said while this sub-committee discussed the potential for increased costs, they can't determine how much that will be. He mentioned with regard to legal fees or consultants, once the plan is put together, the audit fee will more than likely increase. With regard to the salaries, they thought about including a statement regarding the consistency in salaries because they could not determine what the estimated costs would be. He stated they need the voters to know that there may be an increase during the collective bargaining negotiations.

Mr. Schneider mentioned that cost and subsidy sharing will not be difficult to determine as it will be based on an 80/20 student ratio.

To Mr. Chase's comment that anything dealing with subsidy distribution should be reviewed by an attorney, Mr. Kautz pointed out that the entire plan will have to be reviewed by an attorney before it is submitted to the Department of Education Commissioner. He mentioned that the group has the option of submitting it for a legal review as the sections are completed or wait until the entire plan has been formulated. It was his recommendation that they should submit it as the sections are finalized.

Property, Personnel and Transition

Mr. Speers stated unlike the Governance or Finance sub-committees where he feels there could be issues due to the difference between the two communities, their task wasn't as difficult because they are only dealing with items such as existing contracts. He advised there is a need to list all of the assets from each district as well as other items such as collective bargaining contracts. They had some of that information from Wells-Ogunquit, therefore, they need that same information from Acton so that they can fill in those blanks on the forms. He stated they agreed that it would work better if the language from an approved plan was used. He mentioned that Mr. McDonough has indicated that he will supply the sub-committee with information to review for the next Meeting and possibly several of the sections may be ready for a vote at that time.

Mr. Schneider felt that the issue of collective bargaining, the Interlocal Agreement and the plan seem to be inconsistent with each other. He asked if the group was supposed to be talking about the AOS or the collective bargaining agreements which is why he doesn't think the group can use the "boiler plate" language.

To Mr. Speers' comment he didn't envision the AOS Board negotiating the contracts for the two districts, Mr. Kautz stated he didn't think the AOS Board has the authority to negotiate contracts.

Mr. Schneider mentioned that the Interlocal Agreement determines what the AOS Board has the power to do, therefore, it isn't up to that Board to determine whether they will be the negotiator. He didn't think they could because the school districts are legal entities. He felt that the language [in the Statute] is be interpreted so that the Board would oversee the negotiations, but that doesn't mean they will be the negotiators. He said the language of the Interlocal Agreement is not clear as to what authority the AOS Board has.

To Mr. McDonough's comment that it could then be said that the plan is inconsistent, Mr. Kautz read the portion of the Statute that basically says that the AOS Board adopts consistent school policies and that the plan must be consistent with collective bargaining agreements. He didn't think the Statute gives the AOS Board the authority to do the negotiating.

To Mr. Chase's question whether this sub-committee discussed equipment for the central office because his sub-committee did, Mr. Speers responded that there is some overlap in the language.

Mr. Chase felt that existing contracts such as for computer software should be under the AOS.

To a question of what the AOS Board's duties actually are, Mr. Kautz advised they oversee that the plan and Interlocal Agreement are consistent with Mr. Schneider stating that this group can't do anything if they aren't consistent.

Mr. Kautz pointed out that the structure was not created to streamline administration or to create better efficiency, but rather simply for the purpose of controlling school funding which will be done by sharing the administration of the central office of the AOS.

Mr. Chase asked whether it made sense to have the attorney review that section of the Statute to determine whether this group has to do it one way or another since they are hearing two different things. He felt this was a major issue since if this group signs the plan without really understanding it, how will the AOS Board.

To Mr. Schneider's comment that another issue his group is discussing is the indebtedness for a portion of the Wells-Ogunquit's Superintendent's Office, Mr. Kautz pointed out that the Property, Personnel and Transition sub-committee is already discussing that matter. He said there is a situation where the Acton's Superintendent's Office is located in the school with the same being true of the Wells-Ogunquit Superintendent's Office and they both may have debts associated with those locations.

D. **ESTABLISHMENT OF AGENDA FOR MEETING OF DECEMBER 22, 2008**

Mr. Kautz suggested that the agenda for the December 22, 2008 Meeting be the same as the agenda for this Meeting since the sub-committees are not ready to have their topics put to a vote. He said he would pull out any sections of the Statute or other plans for the sub-committees' review and discussion.

E. **ADJOURNMENT**

The Meeting was adjourned at 8:50 PM.

Respectfully submitted,

Anna M. Williams

ANNA M. WILLIAMS, Clerk

SCHOOL CONSOLIDATION MEETING
ACTON & WELLS-OGUNQUIT

DECEMBER 22, 2008

**CORRECTED &
APPROVED**

ROLL CALL – 6:45 PM at the Wells Superintendent's Office

Present were: Robert Kautz – Facilitator

David Cote – Acton
Mark Lowell – Acton
Nancy Ruma – Acton
Rob Meyer - Acton
Mary Stanton - Acton

Damon Russell – Wells-Ogunquit
Matthew Chase – Wells-Ogunquit
Ronald Schneider – Wells-Ogunquit
Richard Clark – Wells-Ogunquit
Loring DeAgazio – Wells-Ogunquit
Edward McDonough – Wells-Ogunquit
Superintendent

Members absent were: Philip Clark – Wells-Ogunquit
Jane Duncan – Wells-Ogunquit
Michael McDonald – Wells-Ogunquit
Brian Beeler – Acton Superintendent
Jonathan Speers – Wells-Ogunquit

A. APPROVAL OF MINUTES

December 15, 2008 – There was a consensus to approve the Minutes of the December 15, 2008 Meeting as amended.

B. CONVENING OF SUB-COMMITTEES

After a brief discussion with the individual district's representatives, it was the consensus of the group to change the format of the Meetings by eliminating the sub-committees and discussing all aspects of the process as an entire group.

A Motion was made and seconded to disband the sub-committee concept and that both districts work on the Plan as one committee. Chase/Stanton – Unanimous.

C. DISCUSSION OF DRAFT ONE OF THE PLAN

Mr. Kautz explained the rules for the remainder of the group's work are as follows:

1. Anyone wishing to speak must raise their hand and wait until he recognizes them.
2. If the same individual wishes to speak again on the same topic, he/she must wait until everyone who wishes to has spoken and then the first individual can be recognized again.

Mr. Kautz referenced the draft of the Plan that was developed by Mr. McDonough which was done so that the group would have something before them to work on. He suggested that the group start at the beginning to confirm any previous discussions and/or decisions they may have made.

Please note that where the term “Committee” is used in association with “AOS” it was revised to “Board”.

1. **School Administration to be Included Proposed AOS**

The group made a change to the title of the districts to be involved as follows:

“Acton School ~~Department~~ District
Wells-Ogunquit Community School District”.

2. **The Size, Composition and Apportionment of the Governing Body**

The first line of section 2 was revised to read as follows:

“~~The~~ Acton-Wells Ogunquit AOS shall be...”

3. **Method of Voting of the Governing Body**

To Mr. Cote’s question of how the weighted vote works between Wells and Ogunquit at this time as he was concerned that with that concept, Acton would never be able to out vote Wells-Ogunquit, Mr. Kautz explained that Wells-Ogunquit now have a weighted vote by census. He mentioned that in this process, the districts can create whatever criteria they wish to deal with concerning the weighted vote and reminded the group that they previously chose to use the average number of students. He stated, at this time, any two Wells Members can out vote the Ogunquit Members.

The introductory paragraph of this section was amended as follows:

“Each Acton-Wells Ogunquit AOS...the calendar average of the number of resident”.

- a. **Staggered Terms** – Mr. Kautz explained that this section eliminates the potential for a complete change in AOS Board Members at any one time. He stated this item is basically just for the inception of the process and once it is operational the Board Members will be elected for a three-year term. He mentioned that the procedure to be appointed by the district school committee would be by lot which will give both veteran and new school committee members an equal opportunity to serve on the AOS Board. He advised that the method in which Members are to be appointed to the AOS Board must be addressed as per the Statute.

To a question from Mr. Clark as to whether the district school committee’s can appoint a new Member to the AOS Board each year, Mr. Kautz advised he would research it and get back to the group at the next Meeting.

- b. **Committee Member Compensation** – It was the consensus of the group to amend this section as follows:

Each ~~director~~ board member shall be compensated \$20 ~~\$25~~ ...”

- c. **Board Orientation/Operating Procedure** – There were no revisions made to this section.

- d. **Committee Board Meetings** – The first line of this section was revised as follows:

“The location of AOS ~~Committee~~ Board Meetings shall alternate ~~among~~ between ...”

- e. **AOS Powers and Duties** – The fourth bullet in this section was revised to read as follows:

“develop and submit to the individual members SAUs ...” and
“for adoption and implementation, a ~~K-12~~ core curriculum”.

The fifth bullet, fifth line down was revised to read as follows:

“...policy for ~~enforcing~~ achieving these standards.”

The seventh bullet, third line down was revised to read as follows:

“...bargaining agreements ~~among~~ between the SAUs.”

The first paragraph after the bullets was amended to read as follows:

“The AOS ~~Committee~~ Board has important ...between
the local ~~approved referendum~~ referenda ...”

The last sentence in that paragraph is to be a separate paragraph of its own:

“The AOS has no authority to close schools.”

- f. **Roles and Responsibilities of the AOS Committee Board**

This section is set forth in table form and was amended as follows:

1. Title lines: The term “Staff” was removed from the Local Committees column.
2. The “Transportation” line was amended as follows:

“Oversight of transportation ~~budget.~~”

3. The “School Policies/Calendars” section under “Local Committees” was revised as follows:

“Adopts and implements policies and calendar the AOS board has developed.”

The remainder of that section was deleted.

4. The “Collective Bargaining Contracts” section under “Local Committees” was amended as follows:

“Continues to be...negotiates CBAs. Consider for approval the advanced by the AOS Board...”

5. The “Core Curriculum” section under AOS Board/Central Office was revised as follows:

“Core Curriculum & Procedures for Standardized Testing and Assessment”

“Adopt Develop and submit a core curriculum and procedures for standardized testing and assessment.”

The last sentence of that column is unchanged.

The section under “Local Committees” was amended as follows:

“Adopt and implement core curriculum and procedures for standardized testing and assessment the AOS Board has developed.”

Mr. McDonough advised he would revise the Plan according to this evening’s work and forward it to the secretary so that she might pass it along to the group.

D. ESTABLISHMENT OF AGENDA FOR MEETING OF DECEMBER 22, 2008

Mr. Kautz advised he would forward the agenda for the December 30, 2008 Meeting to the secretary who will pass it along.

E. ADJOURNMENT

The Meeting was adjourned at 9:00 PM.

Respectfully submitted,

ANNA M. WILLIAMS

ANNA M. WILLIAMS
Clerk

SCHOOL CONSOLIDATION MEETING
ACTON & WELLS-OGUNQUIT

DECEMBER 30, 2008

**CORRECTED &
APPROVED**

ROLL CALL – 6:32 PM at the Acton Elementary School.

Present were: Robert Kautz – Facilitator

David Cote – Acton
Mark Lowell – Acton
Nancy Ruma – Acton
Rob Meyer - Acton
Mary Stanton - Acton

Damon Russell – Wells-Ogunquit
Matthew Chase – Wells-Ogunquit
Ronald Schneider – Wells-Ogunquit
Loring DeAgazio – Wells-Ogunquit
Scott Smith – Wells-Ogunquit
Edward McDonough – Wells-Ogunquit
Superintendent

Members absent were: Philip Clark – Wells-Ogunquit
Jane Duncan – Wells-Ogunquit
Brian Beeler – Acton Superintendent
Richard Clark – Wells-Ogunquit
Jonathan Speers – Wells-Ogunquit

A. APPROVAL OF MINUTES

December 22, 2008 – There was a consensus to approve the Minutes of the December 22, 2008 Meeting as amended.

B. WORK ON DRAFT PLAN & INTERLOCAL AGREEMENT

Plan - Mr. Kautz' advised that he now has the answer to the question asked by Mr. Clark at the last Meeting regarding the ability of the individual school committees to appoint a new AOS Board Member every year. He was told that each district can do that or continue with the Members it previously appointed, but that option must be included in the Plan. He mentioned that the State suggests that the districts attain consistency. He stated that situation isn't addressed in the Statute, therefore, this group can do whatever they wish with that item.

To Mr. Chase's comment that he felt the language contained in the draft should remain as it is and have the AOS Board work it out, Mr. Kautz said he thought the Plan had to be specific [as to how this group wants that situation to occur].

Mr. Chase pointed out that the language being reviewed by the group was taken from another Plan that has already been approved [by the State], therefore, he didn't think this group could to draft language that will take into account everything that could occur.

To Ms Ruma's comment that she would like to give the school committees the option of making annual appointments, Mr. Kautz pointed out that the appointments normally are staggered for one, two or three years so as to have some continuity on the AOS Board with Mr. Chase reiterating that he feels the language should remain as it is in the approved draft that the group is reviewing.

To Mr. Kautz' comment that if there is a request for annual terms, the language being reviewed at this time will have to be revised, Mr. Schneider mentioned there could be some language about it being the desire of the local school committees to make annual appointments.

Mr. Kautz reiterated that the Plan must be clear as to what the voters are being asked to approve and not have them [the voters] think it said one thing when it really means something else. He pointed out that it [the Plan] can be revised in the future if the school committees wish to do so.

After a brief further discussion, it was the consensus of the group to retain the language proposed in the draft Plan regarding staggered terms.

At this time, the group continued its review of the remainder of the Plan beginning with #4 on page 4 of the draft as follows:

4. **The Composition, Powers and Duties of Local School Committees**

Last line of the second paragraph of that section on page 6 was revised to read:

“...employees and working...”

There were no other amendments made to this section.

5. **The Disposition of Real and Personal School Property**

There were no revisions made to this section.

To a question whether there are samples of leasing agreements in any of the other Plans he has worked on, Mr. Kautz advised he hasn't seen any, but will do some research on that item.

Mr. Chase mentioned that Wells-Ogunquit was leasing space off-campus [for the superintendent's office] before they constructed the addition which houses that office at this time. He thought given that scenario, the AOS should build the cost of that area into its budget. He stated while there may be a debt owed on that space, Acton would not be liable for paying it. He said that area could be converted into classroom space in the future, which would necessitate finding another area for those services, therefore, there should be a lease agreement assessed to it. He felt that rather than have the AOS assume the debt for the structure, it could pay rent at the 80%/20% breakdown.

After a discussion, it was determined that Acton should also have space available for whatever AOS personnel that will be associated with that district such as a special education director and the like, therefore, it would only be fair to include a lease agreement for that space in the AOS budget as well as the Plan.

Mr. McDonough referenced Exhibits 5-A and B and explained that there appears to be a number of ways to address this type of situation, but it seemed to him that the fairest way was to assess a certain dollar figure times the square footage for a total amount to be paid by the AOS. He stated he used a \$1 as the figure times the square footage of the existing superintendent's office in Wells which is 5,179 for a total of \$62,148 annually.

Mr. Kautz suggested that if the group intends to have the main office in Wells with a satellite office in Acton, the square footage of the Acton space should be included as Exhibits 5-C and D.

It was the consensus of the group that in addition to the Wells-Ogunquit square footage, the Plan will indicate the square footage that will be designated for the AOS satellite office in Acton.

Regarding Exhibit 5-B specifically, Mr. McDonough explained that what are listed there are the costs of operating the central office property such as software maintenance, photocopy contracts, etc..

It was the consensus of the group that the figures represented in that exhibit for the various categories listed were satisfactory.

6. **The Disposition of Existing School Indebtedness and Lease-Purchase Obligations if the Parties Elect Not to Use the Provisions of Section 1506 Regarding the Disposition of Debt Obligations**

The last line of this paragraph was revised as follows:

“...attached in Exhibit ~~6-A~~ 5-B.”

7. **The Assignment of School Personnel Contracts, School Collective Bargaining Agreements and Other School Contractual Obligations**

The fourth paragraph of this section was revised as follows:

First line: “A list of all...”

Third line: “...before the operational date of the AOS shall...”

There were no revisions made to the remainder of this section.

8. **The Disposition of Existing School Funds and Existing Financial Obligations, Including Undesignated Fund Balances, Trust Fund Balances, Trust Funds, Reserve Funds and Other Funds Appropriated for School Purposes**

There were no revisions made to this section.

9. **A Transition Plan That Addresses the Development of a Budget for the First School Year of the Reorganized Unit and Interim Personnel Policies**

There were no revisions made to this section.

10. **Documentation of the Public Meeting or Public Meetings Held to Prepare or Review the Reorganization Plan**

The following revisions were made to this section:

Line three on page 9: "... The RPC ~~meet~~ *met* on..."
Line four on page 9: "...as well as January ~~5~~ *8*, 2009."

11. **An Explanation of How Units That Approve the Reorganization Plan Will Proceed If One or More of the Proposed Members of the Regional School Unit Fail to Approve the Plan**

There were no revisions made to this section.

12. **An Estimate of the Cost Savings to be Achieved by the Formation of a Regional School Unit and How These Savings will be Achieved**

The following revisions were made to this section:

Line one: "...net savings will ~~results~~ *results* from the..."
Line three: "1.8 FTE business personnel, ~~this efficiency~~ *any savings due to a reduction in personnel* will be offset by..."
Line four: "...as those associated with ~~operating the ongoing operation of~~..."
Line six: "...all personnel contracts ~~may result in increased costs~~."

There were no further revisions made to the remainder of this section.

13. **Other Matters Determined to be Necessary**

The following revisions were made to this section:

13-D-3 Goals "Since ~~both~~ *units* ~~has~~ *have* the same bargaining..."
First bullet: "...similar bargaining units by ~~2011~~ *2012*."
Second bullet: "...differences in collective bargaining ~~issues~~."

Interlocal Agreement – Mr. Kautz mentioned that the draft Interlocal Agreement the group has before them came from Drummond & Woodsum, the law firm that has been assisting the RPC's interpret the law and reviewing some of the final documents. He stated Mr. McDonough has also included the specifics to this RPC in the draft so that the group would have something other than blank spaces to review. He asked Mr. McDonough to explain what he has done and mentioned that wherever there is the term "committee" the word "Board" should be substituted.

Mr. Schneider suggested that another “Whereas” paragraph be added describing why this group has been formed.

After a lengthy discussion, the following language was included as a “Whereas” in the Agreement:

“WHEREAS, the Member School Units intend to avoid incurring subsidy penalties as a result of their failure to comply with the Maine School Reorganization Statute;”

Whereas #4 was amended to read as follows beginning on the second line :

“...achieve cost savings and/or enhanced educational programming and opportunities for students; and

1. **Purpose.** The following revisions were made to item 1. Purpose:
 - Line one: “... Interlocal Agreement is to recognize reorganize the Member...”
 - Line two: “... (“AOS”) in order to achieve the goals comply with Maine’s...”
 - Line three: “...Ch. 240 as amended including enhanced student educational achievement and greater efficiency in the administration of public school programs.”
2. **Reorganization Plan for an AOS** – There were no revisions made to this section.
3. **Creation of Local and Administrative Entity** – The following was added to line three of this section:

“Acton Wells-Ogunquit AOS...”
4. **AOS School Committee** – The following revisions were made to this section:

“Acton School <u>Department District</u>	2
“Wells-Ogunquit Community School District	3
	<u>(2 – Wells/1 – Ogunquit)</u>
5. **School Systems of Member School Units** – There were no revisions made to this section.
6. **Powers, Authority and Responsibility** - The following revisions were made to this section:
 - Paragraph 6-f: “Own and/or lease and manage...”
 - Paragraph 6-m: “Oversee Develop and implement a plan for negotiation...”
 - Paragraph 6-n: “Oversee and maintain a consistent K-12 core curriculum...”
7. There were no revisions made to this section.

8. **Other Educational Improvements and Cost Savings** – There were no revisions made to this section.
9. **Budget Adoption Procedures** – There were no revisions made to this section.
10. **Cost Sharing of AOS Central Office Budget** – There were no revisions made to this section.
11. **Distribution of State Subsidy** – There were no revisions made to this section.
12. **Real Estate and Personal Property** – There were no revisions made to this section.
13. **School Closing** – There were no revisions made to this section.
14. **Duration** – The following revision was made to this section:

Line two: “...pursuant to Paragraphs **15 through 17** or by operation of law.”
15. **Termination of Participation of Member School Unit** – There were no revisions made to this section.
16. **Withdrawal of Member School Unit** – There were no revisions made to this section, but it should be noted that this section was inserted by the drafter, Mr. McDonough.
17. **Termination of Interlocal Agreement** – The following revision was made to this section:

“Unless otherwise provided by law, this Interlocal Agreement may be terminated **by mutual agreement of the parties or by a one year notice from either party.**”

All the other language contained in this section is to be deleted.
18. **Amendment of Interlocal Agreement** – The group decided to adopt items a and b of this section and to delete the first option. It should be noted that this section was inserted by the drafter, Mr. McDonough.
19. **Conditions of Approval** – The following revisions were made to this section:

Line five: “...Plan by the Commissioner of Education **pursuant to 30-A M.R.S.A. §2205...**”
20. **Filing of Agreement** – There were no revisions made to this section.
21. **Miscellaneous Provisions** – There were no revisions made to this section.

D. **ESTABLISHMENT OF AGENDA FOR MEETING OF JANUARY 8, 2009**

At this time, the group held a discussion regarding when they felt the attorney should attend one of the Meetings to give his input after he has had an opportunity to review the revised documents. It was decided to submit the revised documents and the draft Minutes to the attorney by the weekend and then meet with him on January 8, 2009 at 6:30 PM at the Wells-Ogunquit Superintendent's Office.

E. **ADJOURNMENT**

The Meeting was adjourned at 9:00 PM.

Respectfully submitted,

Anna M. Williams

ANNA M. WILLIAMS
Clerk

SCHOOL CONSOLIDATION MEETING
ACTON & WELLS-OGUNQUIT

JANUARY 8, 2009

ROLL CALL – 6:32 PM at the Wells-Ogunquit Superintendent's Office

Present were:

Bruce Smith – Attorney
Mary Jane McCalman – Substitute Facilitator

David Cote – Acton
Mark Lowell – Acton
Rob Meyer - Acton
Mary Stanton – Acton

Damon Russell – Wells-Ogunquit
Matthew Chase – Wells-Ogunquit
Ronald Schneider – Wells-Ogunquit
Richard Clark – Wells-Ogunquit
David Johnson – Wells-Ogunquit
Jonathan Speers – Wells-Ogunquit
Edward McDonough – Wells-Ogunquit
Superintendent

Members absent were:

Nancy Ruma – Acton
Brian Beeler – Acton Superintendent
Philip Clark – Wells-Ogunquit
Jane Duncan – Wells-Ogunquit
Loring DeAgazio – Wells-Ogunquit
Robert Kautz - Facilitator

A. APPROVAL OF MINUTES

December 30, 2008 – There was a consensus to approve the Minutes of the December 30, 2008 Meeting as amended.

B. DISCUSSION WITH ATTORNEY RE PROPOSED PLAN & INTERLOCAL AGREEMENT

Mr. McDonough explained that Mr. Kautz sent the draft Plan and Interlocal Agreement to the Department of Education for review and comment and the response from that agency contained some items they would like to see revised. He mentioned the DOE did the same with the Interlocal Agreement. To assist this Committee, the DOE sent those portions of the Mt. Desert Island Plan and Agreement it felt would be helpful in revising the documents.

Plan - Mr. Smith advised that he would address the Plan at this time as it is affected by the letter from the Commissioner of Education dated January 6, 2009. He referenced the attachments to that letter as mentioned by Mr. McDonough and commented that the DOE's response is not very specific especially to Section 6. He said in looking at the DOE's comments he didn't understand why some of the items were not approved. He pointed out that the Committee could make the revisions suggested by the DOE or they can just resubmit the Plan as it was originally.

At this time, the Committee and Mr. Smith reviewed the DOE's letter which prompted the following discussion:

- a. #3 Please clarify and complete this section per 20-A M.R.S.A. §1478(1) with respect to the establishment of local school committees; these are not boards.

It was noted that this is a simple fix that can be made during a reprint of the Plan.

- b. #4. Please clarify the section labeled "The Composition, Powers and Duties of Local School Committees", we understand this to be a reference to the school boards of the member SAU's of the AOS, not the "local school committees" that RSUs may establish in accordance with 20-A M.R.S.A. §1478. You may want to clarify this in your plan.

It was Mr. Smith's opinion that this item may not be applicable to this particular AOS, therefore, he suggested that it be deleted in the revised Plan and insert "Not Applicable".

- c. #5. Please further explain where the business office functions of the central office will be housed as it is unclear as written.

Mr. Smith again didn't understand why the answer to this comment is unclear to the DOE.

Mr. Schneider suggested the inclusion of the following:

"[The central office] will lease office space."

but it was pointed out that section five of the Plan under "The disposition of real and personal school property" clearly states in the first sentence of the second paragraph that:

"The AOS may lease the central office space used by the Wells-Ogunquit Community School District as its central office..."

Mr. Smith expanded on Mr. Schneider's suggestion by adding:

"The business functions of the AOS will be located..."

and insert the appropriate location. He suggested inserting that language in the second sentence of the second paragraph.

- d. #13-E. This section of the plan must also include a method of amending the cost sharing formula.

Mr. Smith acknowledged that the subject of this comment is encompassed in Exhibit A of the Plan and suggested that he red line that information on the Plan and send it to Mr. McDonough for forwarding to everyone else.

- e. #13-F. Please label the Interlocal Agreement as Exhibit A as referenced in this section.

This is also a simple fix that will be done in the reprinting of the revised Interlocal Agreement.

Mr. Smith stated with regard to section three of the Plan that deals with the method of the voting of the governing body and specifically the “Staggered Terms” portion, he would suggest that the Committee spell out how many terms there will be and the length of each.

After a brief discussion, the Committee agreed to eliminate the language that dealt with staggering the terms of the AOS Board Members.

Regarding “Committee member compensation” in section three, Mr. Russell pointed out that there will probably be times when the two school committees will have to meet jointly other than their regular unit meetings, therefore, the other school committee members will be required to travel to the town in which that meeting will take place. With that in mind, he said he asked Mr. McDonough to determine whether it would be appropriate for any school committee member that is required to travel outside his/her unit for any meeting associated with the AOS could be reimbursed for mileage over and above the \$25 per meeting compensation. He pointed out that travelling would be a direct expense to the school committee members and they should not be required to have any “out-of-pocket” expenses in order to fulfill their duties.

Mr. Smith thought there might be a legal question regarding the extent to which committee members can be compensated, but if the Plan is approved by the voters with that language, it would cover that item. He thought that mandate may be all that is required to approve Mr. Russell’s suggestion. He felt it was a grey area and reiterated that if the voters approve it, there should be no problem. He said his interpretation of what Mr. Russell is talking about is that there may be sub-committees.

To Mr. Russell’s question whether that issue could be an AOS Board policy and not be included in the Plan, Mr. Smith said he would be more comfortable with including it in the Plan.

At this time, the following language was proposed:

“Reimbursement at the IRS rate for travel is permissible for any meetings established by the AOS Board that are outside the school committees own district.”

It was the consensus of the Committee that Mr. Schneider’s language be included in the Plan.

Mr. Smith stated with regard to the redundancies contained on page three of the plan, he or someone else could work on that rather than have the entire Committee do so and it was the consensus of the Committee that Mr. Smith could do it.

With regard to section seven of the Plan dealing with the assignment of school contracts, etc., Mr. Smith felt that while the language was all right, it is important that there be a complete list of the pertinent contracts that will go through to the AOS, such as photocopiers and the like. In that way, it will be clear what is being retained by the local school districts and what will be assigned to the AOS.

To a question about the assignability of some of the contracts, Mr. Smith felt that should be ironed out with the company holding the contract, but he felt confident that as long as they were going to be paid, most companies won’t care who was making the payments.

Regarding the first two bullets on page seven of the Plan, Mr. Smith felt they were somewhat confusing and suggested that the language be reworked so that the language would be the same for all the contracts. He stated he would work on clarifying it, to which the Committee agreed.

Interlocal Agreement – The comments from the DOE were referenced as they apply to the Interlocal Agreement were as follows:

- a. #6. Please revise this section on page 3 and compare it to the enclosed Mt. Desert Island document and provide clarification regarding the listed powers, authority and responsibilities in this section: e, k, m, v and w.

Mr. Smith stated he has reviewed all the items requesting revision by the DOE and compared them to the Mt. Desert Island Plan. He said he didn't understand why the DOE didn't approve this Interlocal Agreement. He said he was at a lost as to what to suggest to the Committee and felt, if they wished, they could resubmit the Agreement without making any revisions. In his estimation, the language of the Mt. Desert Island Agreement is not necessarily applicable to this AOS as Mt. Desert Island had a school union, therefore, there would have been some assets transferred to the AOS which is not the case here.

Mr. McDonough pointed out that this Committee's Agreement doesn't have a "w", therefore, that would be an addition to what is there currently. Also, the "v" in the Mt. Desert Island Agreement is not very much different from what is contained in this Committee's draft Agreement.

Mr. Smith advised that the Agreement could be resubmitted as it is if the Committee chose to do so.

- b. #10. This section of the interlocal agreement must also include a method of amending the cost sharing formula.

Both Messrs. McDonough and Smith felt that section 18 of the Agreement addressed this item with Mr. Smith suggesting inclusion of the following language or something similar:

"A cost sharing formula may be amended as provided in Section 18 of this Agreement."

It was the consensus of the Committee to make that language a part of section 10 of the Plan.

At this time, the following minor revision was made to the Interlocal Agreement:

Page three – Section 5 – amend the second line to read:

"...Member School Units are currently responsible for operation..."

Regarding Section 16 "Withdrawal of Member School Unit" and Section 17 "Termination of Interlocal Agreement", it was Mr. Smith's thought that in order to do either, the DOE must approve those actions. He pointed out that there were no comments from the DOE on either section which doesn't necessarily mean they won't address it in the next review. He mentioned that he is aware of other Plans that

contained language similar to Section 17 that have been rejected by the DOE. He stated that if the Committee's intent is to end what they are now doing with the Plan and Agreement, it's necessary to include language that will terminate the AOS since, not doing so, could be in conflict with Sections 16 and 17. He suggested that the following or similar language be included:

“...terminate this Agreement and the AOS.”

Mr. Clark wondered if terminating the AOS after it is formed would incur the same penalties as if it never existed. He suggested including language that would basically say that the AOS could be terminated without incurring any penalties and retain the language that omitted approval by the DOE of the termination of the AOS. He pointed out that the AOS law doesn't address termination of the Agreement, therefore, this Agreement as written, is in compliance with the law.

Mr. Smith stated if that is what the Committee wants, then it should be included in the Agreement, but he said he wasn't sure how successful they will be. He said the DOE might think twice about approving the Plan and cautioned the group that termination might very well incur a penalty.

Mr. Chase felt it's important for each district to determine whether it is financially viable for them to pay the penalty since they are minimal receivers of State subsidies.

To Mr. Chase's question whether termination would have go to the voters or would it only be the decision of the local school committees, Mr. Smith said if this action is approved by the voters, he would expect that would be the only way it could be terminated.

Mr. Cote felt that loss of the State subsidy would be a precarious position for the voters. He said he concurs with Mr. Smith's opinion that termination should be up to the voters just as creating the AOS is.

Mr. Clark said he would have no problem including language basically stating that the Committee is aware that termination might subject the school district to a penalty.

To Mr. Smith's comment that he is almost sure that the Commissioner would have to approve any termination, Mr. Clark responded that doing so would be exceeding her power to which Mr. Smith replied that the Commissioner would probably say since she has the authority to approve a Reorganization Plan, any termination of that Plan also requires her approval.

To Mr. Clark's comment that the Plan and Interlocal Agreement being submitted conform to all provisions of the law which includes termination, Mr. Smith suggested that the Committee might want to include language that indicates that termination will be in accordance with the law.

Mr. Smith stated whatever terms for termination the Committee wishes to have should be part of the Agreement. He advised that if the DOE approves a Plan that includes language addressing the fact that only the district wishing to terminate the Agreement will be penalized there might not be a problem, but he felt the difficult part will be obtaining DOE approval for an Agreement containing such provisions.

After a further discussion, the Committee agreed that any request to terminate the Agreement will go to the voters, that any penalties assessed for withdrawal will be in accordance with existing statutes and that such a vote must be taken at a regular Town Meeting or at a special Town Meeting where there are other items on the Warrant so that more than just a handful of voters make the decision.

To a question whether the AOS Board has any standing in a termination decision, Mr. Smith explained that termination is between the two school districts and their voters, therefore, the AOS has no voice in that decision.

To a question whether the Agreement should also address the division of property such as photocopiers, etc., Mr. Smith answered in the affirmative, but didn't think it was necessary to list the items specifically at this time, but suggested language that basically says that the parties shall negotiate a distribution of property be included.

Mr. Smith mentioned that with regard to the citation in Section 19, he will include the reference to the specific law that addresses this process.

At this time there was a brief discussion regarding the DOE's request for additional material by January 30, 2009; the Committee's timetable which includes a public forum in February, 2009 and whether they have to submit specifics of when the Plan and Agreement will be put to the voters.

It was noted that Mr. Kautz has repeatedly stated that the DOE has no problem with the Committee's timeline of the two towns putting this to vote in early March, 2009 given the statutory times for the printing, etc. of ballots for the referendum vote.

Messrs. Lowell and Speers concurred that the Committee should obtain confirmation in writing from the DOE that the towns will not incur any penalties for exceeding the January 30, 2009 deadline.

Ms McCalman felt that is something Mr. Kautz can communicate to the Commissioner since he has been the intermediary between the DOE and this Committee. She stated she would let Mr. Kautz know about that request.

Mr. Meyer expressed a concern about not having any costs to bring to the voters at the public hearings that will be scheduled as he said he has no doubt that will be the first question asked.

It was acknowledged that there are no actual figures that can be disseminated at this time given that most of the costs will come from the AOS Board budget which cannot be determined until after the AOS Board is formed and they draft a budget.

It was also acknowledged that there may not be any savings at all, especially to Acton, since that district will be paying for items they don't pay for at this time such 20% of the lease for the Wells-Ogunquit space which will be used by the AOS, the testing assessments and a curriculum coordinator. It was mentioned that this joining, as per Mr. Kautz, was not intended to be a cost savings to the two districts.

To Ms Stanton's comment that, in her opinion, Wells-Ogunquit will benefit more than Acton because Acton will be paying 20% of Wells-Ogunquit's costs, Mr. Chase agreed that this joining may be more beneficial to Wells-Ogunquit and it might possibly see a small cost savings that Acton won't. He said if he was an Acton voter, he would be concerned about the underlying costs that will come with the increase in the teachers' salaries given the disparity between the salaries at this time and the mandate that they be "consistent" within a certain period of time.

In a brief discussion regarding the need for another Meeting of the Committee, Mr. Smith stated another Meeting won't be necessary unless there are substantive revisions made to the Plan and Agreement. He mentioned that the Committee can take a vote this evening to approve the Plan and Agreement with the revisions discussed this evening.

Mr. Cote pointed out that if the DOE doesn't approve the Agreement with the termination language being submitted, there will more than likely be a need to meet again.

Mr. Smith pointed out that since he represents both districts, if one of them has an issue with any portion of the work that cannot be ironed out, he cannot assist either of them.

Mr. Russell advised that there has been a request that the individual school representatives go into executive session to discuss their positions on what has been drafted.

After both groups came out of executive session, it was noted that the majority of both districts voted in the affirmative to go forward with the remainder of the process.

At this time, Mr. Smith gave the Committee a timeline chart he had developed so that everyone would be aware of the time constraints they are dealing with.

Mr. Russell asked that the entire Committee go into executive session with Mr. Smith to discuss a pending legal matter.

A Motion was made and seconded to enter into executive session at 8:20 PM pursuant to Title 1, §405(6)(e) to consult with legal counsel concerning the legal rights and duties of the RPC. Speers/Clark – Unanimous.

The executive session was adjourned at 8:50 PM.

D. **ADJOURNMENT**

The Meeting was adjourned at 8:55 PM.

Respectfully submitted,

Anna M. Williams

ANNA M. WILLIAMS
Clerk

EXHIBIT A

Interlocal Agreement for Alternative Organizational Structure 30-A M.R.S.A. Chapter 115

Agreement made as of _____, 2008 between Town of Acton School District ("Acton"), a municipal school unit acting by and through its governing body with a mailing address of 700 Milton Mills Road, Acton, Maine 04001-5409; and Wells-Ogunquit Community School District, ("Wells-Ogunquit CSD") a school administrative unit created by Private and Special Law with a mailing address of P.O. Box 578, Wells, ME 04090 (hereinafter the "Member School Units");

WHEREAS, the Member School Units intend to avoid incurring subsidy penalties as a result of the failure to comply with the Maine School Reorganization Statute; and

WHEREAS, subject to certain conditions of approval, the Member School Units intend to form an Alternative Organizational Structure (hereinafter "AOS") within the meaning of PL 2007, c. 240 PT XXXX, §36, sub-§2(c) and 20-A M.R.S.A. §1, sub-§26(c) for administration of certain aspects of their respective school systems; and

WHEREAS, the Member School Units intend to share services with respect to system administration, transportation administration, special education administration, and administration of business functions including accounting, reporting, payroll, financial management, purchasing, insurance and auditing; and

WHEREAS the Member School Units propose to adopt a common core curriculum, common procedures for standardized testing and assessment aligned with the system of learning results, consistent school policies and school calendars and a plan for consistent collective bargaining agreements; and

WHEREAS, the Member School Units intend to work together to identify additional areas where they may be able to achieve cost savings; and

WHEREAS, the Member School Units are public agencies of the State of Maine within the meaning of Chapter 115 of Title 30-A of the Maine Revised Statutes; and

WHEREAS, 30-A M.R.S.A. §2203 provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Maine may be exercised jointly with any other public agency of the State of Maine by means of an Interlocal Agreement;

NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 17 hereof, the Member School Units enter into an Interlocal Agreement pursuant to Title 30-A M.R.S.A. Chapter 115 as follows:

1. Purpose. The purpose of this Interlocal Agreement is to reorganize the Member School Units into an Alternative Organizational Structure ("AOS") in order to comply with Maine's School Reorganization Law, PL 2007, Ch. 240, as amended.

2. Reorganization Plan for an AOS. The Member School Units have formed a Reorganization Planning Committee (hereinafter "RPC") for the purpose of developing a school reorganization plan for an AOS pursuant to Maine's School Reorganization Law (hereinafter "School Reorganization Plan"). The Member School Units agree to work with the RPC to develop a School Reorganization Plan for an AOS which can be submitted to the Commissioner of Education for approval and then submitted to the voters for approval at referendum in accordance with Maine's School Reorganization Law.
3. Creation of Legal and Administrative Entity. The inhabitants of and the territory within the Member School Units is hereby created as a body politic and corporate under the name of Acton Wells-Ogunquit AOS as an Alternative Organizational Structure within the meaning of PL 2007, c. 240, Pt. XXXX§ 36(2)C), a school administrative unit within the meaning of 20-A M.R.S.A. §1(26) and 30-A M.R.S.A. §2252, a quasi-municipal corporation within the meaning of 30-A M.R.S.A. §2351(4), a public agency within the meaning of 30-A M.R.S.A. Chapter 115, and a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.
4. AOS School Board: The Acton-Wells-Ogunquit AOS established pursuant to this Interlocal Agreement shall be governed by an AOS school board comprised of representatives of the school boards of each Member School unit as follows:

<u>Member School Unit</u>	<u>Number of Representatives</u>
Acton School District	2
Wells-Ogunquit Community School District	3
(2 – Wells/ 1 – Ogunquit)	

The school committee of each town located in the AOS shall choose from its membership the representatives to the AOS school board to which that school committee is entitled. Membership on the AOS school board shall terminate at any time that a member of the AOS school board ceases to hold office as a member of the school committee of the Member School Unit represented. Any vacancy on the AOS school board shall be filled by the school committee of the Member School Unit in whose representation the vacancy occurs. Each year, the AOS school board shall choose by ballot from among its members a chair and secretary of the AOS school board for the ensuing year.

The AOS shall use a weighted vote method. Each Acton - Wells - Ogunquit AOS school board member shall have a weighted vote based on the calendar average of resident pupils of their respective school units (April 1st and October 1st) from the prior year. The table below outlines the method used for weighted voting. A majority of board members in number and voting power shall constitute a

quorum.

School Unit	April 1, 2007	October 1, 2007	2007 Average	# Votes Per 1,000	# of Members	Votes per Member
Acton	412	412	412	220	2	110
CSD # 18	1,425	1,469	1,447	780	3	260
TOTAL	1,837	1,881	1,859	1,000	5	

5. School Systems of Member School Units. Within each of their respective jurisdictions, Member School Units are currently responsible for operation of the following school grades:

Member School Unit

Grades

Acton School Department

Operates grades K-8

Contracts with Sanford grades 9-12.

Wells-Ogunquit Community School District

Operates grades K-12

6. Powers, Authority and Responsibility. There shall be an AOS central office under the direction and control of the AOS school board serving all of the Member School Units. The AOS central office shall include without limitation a superintendent of schools, business manager, special education director and curriculum coordinator provided that one person may hold more than one of these positions. The AOS school board may contract with Member School Units for any necessary central office services and the central office may be located in more than one physical location. The AOS school board shall be responsible for system administration, transportation administration, special education administration, administration of business functions (including accounting, reporting, payroll, financial management, purchasing insurance and auditing) and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results for all of the member School Units in the AOS.

The AOS school board shall adopt consistent school policies and consistent school calendars in conjunction with the school committees of the Member School Units. The AOS school board shall develop and implement on an on-going basis, a plan for consistent collective bargaining agreements within the AOS which shall include an analysis of the areas where inconsistencies exist in the existing collective bargaining agreements of Member School Units, the development of model language to be used in collective bargaining to address those inconsistencies, a time-table for adopting uniform commencement and expiration dates for collective bargaining agreements within the

AOS, and a schedule for achieving consistent terms and conditions of employment among the various bargaining units of the Member School Units within the AOS.

More specifically, in furtherance and not in limitation of the powers and responsibilities of the AOS school board as describe above, the powers, authority and responsibilities of the AOS school board shall include the following:

- a. Oversee the operation of the AOS central office;
- b. Annually develop and obtain voter approval for the AOS central office budget;
- c. Apportion to each Member School Unit its share of the AOS central office budget in accordance with the AOS cost sharing formula;
- d. Oversee central office business services including accounting, reporting, payroll, financial management, insurance purchasing and auditing for the Member School Units;
- e. Establish and expend other reserve funds as approved through the AOS budget process and as permitted by applicable law;
- f. Own and/or lease and manage AOS central office property and equipment;
- g. To the extent permitted by law, authorize and administer construction and renovation projects or any part of such projects that pertain to the AOS central office;
- h. To the extent permitted by law, assume and incur debt or obtain other financing for the AOS central office, in addition to the authority of one of more Member School Units to incur debt for that purpose;
- i. Administer federal, state and other grants not overseen by the school committees or school boards of the Member School Units;
- j. File all required state and federal reports for the AOS and the Member School Units;
- k. Employ AOS central office personnel and oversee their wages, hours and working conditions and/or contract with Member School Units for such services;
- l. Maintain appropriate supervision and evaluation criteria and policies applicable to AOS central office employees;
- m. Develop and implement a plan for negotiation and administration of consistent collective bargaining agreements and maintain in the AOS central office personnel records of all employees;
- n. Oversee and maintain a consistent core curriculum for Member School Units and consistent procedures for standardized testing and assessment aligned with the system of learning results;
- o. Adopt consistent school policies in conjunction with the school committees and school boards of the AOS Member School Units;
- p. Administer the transportation systems for the AOS Member School Units, including bus purchases;

- q. Administer the bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
 - r. Accept and expend gifts to the AOS central office;
 - s. Adopt a consistent school calendar for the AOS Member School Units;
 - t. Oversee contracts and lease agreements relating to the AOS Central Office;
 - u. Allocate state subsidy among the Member School Units in accordance with the state subsidy allocation method described in paragraph 11;
 - v. Administer this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal Agreement for approval by the voters of the Member School Units.
 - w. Authorize the superintendent of schools, subject to such limitations as the AOS school committee may in its discretion determine, to designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine to attend meetings of the school committees of the AOS and Member School Units in place of the superintendent of schools.
7. If the School Reorganization Plan which incorporates this Interlocal Agreement is defeated by the voters of Acton and/or the Wells-Ogunquit C.S.D., this Interlocal Agreement shall not become operative and the AOS shall not be formed.
8. Other Educational Improvements and Cost Savings.
The AOS and the Member School Units shall work together in a cooperative manner under the leadership of the AOS school committee and the superintendent of schools to identify and implement additional measures to improve student achievement and create efficiencies in the delivery of educational services within and among the Member School Units in the AOS.
9. Budget Adoption Procedures. The AOS school board shall develop each year a central office budget for the AOS which shall be submitted to an AOS budget meeting of the voters of all of the Member School Units prior to calling the budget meetings of the Member School Units. The AOS budget meeting shall be conducted in accordance with the summary cost center budget format, to the extent applicable to the AOS central office budget and the budget meeting procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school committee. The AOS budget must be approved by a majority of all of the voters from AOS Member School Units at the AOS budget meeting, not by a majority of the voters from Each Member School Unit. Following the AOS budget meeting, the AOS school board shall notify the Member School Units of their respective share of the AOS central office budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 10. The school committee of each Member School Unit

in the AOS shall then develop its own school budget, including its share of the AOS central office budget and submit it to the voters of that Member School Unit for approval at a meeting of its legislative body in accordance with applicable law. Following the budget meetings of the AOS and each Member School Unit, the AOS and each Member School Unit shall conduct a budget validation referendum on its budget in accordance with applicable law, except that the 14 day time limit between a budget meeting and a budget validation referendum shall not apply. The AOS and each Member School Unit shall conduct its budget validation referendum on a uniform date as determined by the AOS school board. The AOS budget validation referendum shall be conducted in accordance with the budget validation referendum procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school board. The AOS budget must be validated by a majority of all the voters from Member School Units at the referendum, not by a majority of the voters from each Member School Unit. If the budget of the AOS or a Member School Unit is not approved at the budget validation referendum, the AOS or that Member School Unit shall repeat the budget adoption process until its budget is approved at both a budget meeting and budget validation referendum. Each Member School Unit's final share of the AOS central office budget shall be determined based on the final AOS budget as approved at both a budget meeting and budget validation referendum. The budget validation referendum procedure may be discontinued by the voters of the AOS and/or a Member School Unit after three years in accordance with the law applicable to a regional school unit. The AOS shall not have taxing power and the allocation of AOS costs to each Member School Unit under the cost sharing method in paragraph 10 shall not constitute the assessment of a tax. The Member School Units shall be solely responsible for raising taxes to pay their respective shares of the AOS central office budget. Each Member School Unit's share of the AOS central office budget shall be paid to the AOS as a contractual obligation under the terms of this Interlocal Agreement.

10. Cost sharing of AOS Central Office Budget. The member school units will share the costs of the AOS budget on the basis of and in proportion to their respective average number of resident pupils on April 1 and October 1 of the preceding calendar year. The cost sharing formula may be amended as provided in Section 18 of this Agreement.
11. Distribution of State Subsidy. The AOS school committee shall allocate state subsidy received by the AOS as follows:
 - a. State Subsidy Allocation Policy. The AOS school committee, with the advice of the superintendent of schools and such other legal and accounting advice as the AOS school committee deems necessary, shall annually allocate the State education subsidies to be received by the AOS among the AOS Member School Units so that the

allocation of State subsidy to each Member School Unit reflects as accurately as is reasonably practical the amount of State subsidy that that Member School Unit would receive if it were a stand-alone unit and not a member of an AOS.

- b. Initial Method of State Subsidy Allocation. Beginning in Fiscal Year 2009-10, the AOS school committee shall allocate state education subsidy received by the AOS among its Member School Units in accordance with the following initial method of State subsidy Allocation.

- a. State subsidy received by the AOS which represents the minimum special education subsidy adjustments for its Member School Units calculated pursuant to 20-M.R.S.A. Section 15689, or successor provision, shall be reallocated among those Member School Units based upon the percentage that the special education costs of those Member School Units was of the total cost of special education of all the Member School Units in the AOS in the year tow years prior to the year of the allocation.

- b. To the extent that subsidy is received by the AOS for debt service adjustments for its Member School Units calculated pursuant to 20 – M.R.S.A. Section 15689(2), or successor provision, that subsidy shall be reallocated to the Member School Units based upon the eligibility to receive such an adjustment.

- c. To the extent that the State subsidy is received by the AOS for other subsidizable costs under 20-A M.S.R.A. Section 15681-A, or other successor provisions, such as bus purchases, career and technical education and / or gifted and talented education incurred by a Member School Unit that is not eligible for a minimum special education adjustment, that subsidy shall be allocated to the Member School Unit which incurred those costs.

- d. Any remaining subsidy received by the AOS shall be allocated to the Member School Units which are not eligible for a minimum special education adjustment, in proportion to the amounts by which their respective EPS total operating allocations, excluding any amounts already allocated under subparagraphs 1 through 4 above, exceed their respective required local contributions.

- c. Retention of Allocation Flexibility. The Member School Units recognize that the Maine Legislature has a long history of making changes to Maine's school funding formula, that other circumstances may change, and that it is not possible to include in this Interlocal Agreement a precise formula for allocating State subsidy among Member School Units that will achieve the goals of the State subsidy allocation policy described in subparagraph a above in future years. For that reason, this Interlocal

Agreement provides that the AOS school committee, by a two-thirds vote of its full membership, may modify the initial method of State subsidy allocation described in subparagraph b above in order to better achieve the State subsidy allocation policy set forth in subparagraph a above.

12. Real Estate and Personal Property. All real and personal property belonging to Member School Units shall remain the property of those Member School Units. Any real estate or personal property acquired for the operation of the AOS central office shall be leased by the AOS. In the event of dissolution of the AOS, such property, or the proceeds from the sale of such property, shall be distributed to the Member School Units in proportion to the average over the three preceding fiscal years of their respective contributions to the AOS central Office budget under the AOS cost sharing method.
13. School Closing. The closing of a school within a Member School Unit in the AOS shall be determined by the governing body and voters of that Member School Unit in accordance with applicable law. The AOS school committee and the voters of the AOS shall have no authority to close a school within a Member School Unit.
14. Duration. This Interlocal Agreement shall remain in effect from the date that the AOS becomes operational until this agreement is terminated either pursuant to Paragraph 15 or 16 or by operation of law.
15. Termination of Participation of Member School Unit. The participation of a Member School Unit in this Interlocal Agreement and the AOS may be terminated for cause upon the failure of a Member School Unit to conform to the statutory requirements applicable to alternative organizational structures, including without limitation, failure to implement the core curriculum, procedures for standardized testing and assessment, consistent school policies and school calendars, and/or the plan for consistent bargaining agreement approved by the AOS school committee. Prior to any such termination, the AOS school committee shall provide the non-conforming Member School Unit with written notice of its failure to conform to AOS statutory requirements and shall provide a 90 day opportunity to cure. If the Member School Unit fails to cure the non-conformity within the 90 day cure period, the Member School Unit's participation in the AOS and this Interlocal Agreement may be terminated by a vote of a majority of all the Members of the AOS School Committee, including those from the Member School Unit whose termination is under consideration. The termination of a Member School Unit's participation shall become effective as of the end of the then current AOS fiscal year. Following adoption of a vote to terminate Member School Unit, the AOS school committee shall submit to the Commissioner of Education a plan for equitable distribution and/or compensation with respect to that Member School Unit's proportionate share of the assets of the AOS. Upon approval of a plan of distribution

and/or compensation by the Commissioner, the AOS shall make a distribution of property and/or provide compensation to the terminated Member School Unit as provided in the plan approved by the Commissioner.

16. Termination of Interlocal Agreement. This Interlocal Agreement and the AOS may be terminated as follows: (a) By a member school administrative unit by vote of that member's school committee and approval of the member's voters at a referendum held on a statewide or local election date, upon one year's notice to the other member. The terminating school unit may be subject to any statutory penalties in effect as of the date of termination. (b) By mutual agreement of the two member school administrative units after approval by the members' school committees and each of the members' voters at a referendum held on a statewide or local election date. If this Agreement is terminated by mutual agreement, then both school administrative units may be subject to any statutory penalties in effect as of the date of termination. Upon termination, the school committees of the school administrative units shall negotiate an equitable distribution to the school administrative units of all assets and unsatisfied liabilities, if any, owned by the AOS on the date of termination.
18. Amendment of Interlocal Agreement.
 - a. A request to amend the ILA by a member of the AOS board or the majority of a Member School Unit board will be made to the AOS board for consideration under their established rules.
 - b. Any proposed amendment will pass:
 - i. By a vote of a 2/3 majority of all the Members of the AOS board in accordance of section 4 – Method of Voting and quorum, and
 - ii. By a majority vote of each Member School Unit board and
 - iii. With the approval of the Commissioner
19. Conditions of Approval. The approval of this Interlocal Agreement by the governing body of each Member School Unit is contingent upon and subject to 1) submission of a School Reorganization Plan for an AOS which incorporates this Interlocal Agreement to the Commissioner of Education by the governing body of that Member School Unit, 2) approval of that School Reorganization Plan by the Commissioner of Education, pursuant to P.L. 2007, Ch. 240, Section XXXX-36(7) and 30-A M.R.S.A. §2205 and 3) approval of that School Reorganization Plan by the voters of that Member School Unit at referendum in accordance with this paragraph. This Interlocal Agreement shall not become effective, and the AOS shall not become operational, with respect to any Member School Unit whose governing body fails to submit the School Reorganization Plan for an AOS to the Commissioner of Education nor with respect to any Member School Unit if the voters of that Member School Unit fail to approve the School Reorganization Plan incorporating

this Interlocal Agreement. This Interlocal Agreement shall not become effective with respect to any Member School Unit unless the School Reorganization Plan which incorporates this Interlocal Agreement is separately approved at referendum by the voters of each of the following Member School Units: Acton and Wells-Ogunquit CSD.

20. Filing of Agreement. Before becoming effective, this agreement shall be filed with the Secretary of State, the clerk of each municipality within the AOS, and the secretary of each Member School Unit within the AOS.

21. Miscellaneous Provisions.

- a. This agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- c. This Agreement constitutes the entire Agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except as provided herein.
- d. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.
- e. The headings in this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and provisions hereof.

WITNESS:

Acton School Department

BY: _____

_____, Its Chair

Municipal School Committee

Date: _____, 2009

WITNESS:

Wells-Ogunquit Community School District

BY: Ann M. Meadows

Edmund A. Russell, Its Chair

District School Committee

Date: 1/30/09, 2008

WITNESS:

APPROVED FOR COMPLIANCE WITH

LAW PURSUANT TO 30-A M.R.S.A. §2205

this paragraph. This Interlocal Agreement shall not become effective, and the AOS shall not become operational, with respect to any Member School Unit whose governing body fails to submit the School Reorganization Plan for an AOS to the ~~Commissioner of Education~~ nor with respect to any ~~Member~~ School Unit if the voters of that Member School Unit fail to approve the School Reorganization Plan incorporating this Interlocal Agreement. This Interlocal Agreement shall not become effective with respect to any Member School Unit unless the School Reorganization Plan which incorporates this Interlocal Agreement is separately approved at referendum by the voters of each of the following Member School Units: Acton and Wells-Ogunquit CSD.

20. Filing of Agreements: Before becoming effective, this agreement shall be filed with the Secretary of State, the clerk of each municipality within the AOS, and the secretary of each Member School Unit within the AOS.

21. Miscellaneous Provisions

- a. This agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- c. This Agreement constitutes the entire Agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except as provided herein.
- d. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.
- e. The headings in this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and provisions hereof.

WITNESS:

Carline Doyle BY:

Acton School Department

Walter Benson, Its Chair
Municipal School Committee

Date: 1/27, 2009

WITNESS:

_____ BY:

Wells-Ogunquit Community School District

_____, Its Chair
District School Committee

Date: _____, 2008

Date: _____, 2008

WITNESS:

_____ School District

BY:

_____, Its Chair


School District Committee

Date: _____, 2008

WITNESS:

APPROVED FOR COMPLIANCE WITH
LAW PURSUANT TO 30-A M.R.S.A. §2205

BY:

 _____

Susan A. Gendron, Commissioner of Education

Date: 2/3/09

Final Copy 1/14/09